

# ***Personal Liability***

## ***Special Terms and Conditions Version 1.0***

*Expat Policy for Foreign Professionals in The Netherlands*

### ***Important***

*Together, the Special Terms and Conditions for the Personal Liability insurance policy and the General Terms and Conditions of the Expat Policy for Foreign Professionals in The Netherlands form one whole. The General Terms and Conditions apply to the entire package. This document details the terms and conditions that specifically apply to your Personal Liability insurance policy. If there are any Special Terms and Conditions that apply to you, you will find these on your insurance policy sheet*

# Where can you find what?

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Any words you see underlined in the terms and conditions are explained in the Glossary. We have underlined these words the first time they appear in the text.

# Article 1

## What does the Personal Liability insurance policy cover?

*This Article details what the Personal Liability insurance policy covers. It details who the insured persons are and the situations in which your liability is or is not covered.*

### 1.1 Who is covered?

Your insurance policy sheet details who the cover applies to: family cover or single cover. The family cover is intended for two or more persons. This often involves a family. The single cover is always intended for one person.

If something changes in your personal situation, please check carefully whether you still have (the correct) cover; this includes:

- marriage, divorce
- a birth
- a death
- moving house
- cohabitation
- departure abroad

Please consult your insurance consultant, if necessary.

#### 1.1.1 Family cover

Family cover applies to:

- a. the policyholder;
- b. the spouse or registered partner, who travelled to The Netherlands with him or her;
- c. the persons who live together with the policyholder as a family in The Netherlands; as well as
- d. the minor children who travelled to The Netherlands with them, including their foster and stepchildren;
- e. the adult, unmarried children who travelled to The Netherlands with them, including foster children and stepchildren, providing these children still live at home with them or they are living away from home, in The Netherlands, to study;
- f. their grandparents, parents, parents-in-law and unmarried blood relatives or in-laws who live with them in their home;
- g. their domestic staff. This also includes au-pairs and child-minders. This is only applicable if the liability has to do with the work he or she performs for the insured person.

#### 1.1.2 Single cover

Single cover applies to:

- a. the policyholder;
- b. his or her domestic staff. This is only applicable if the liability has to do with the work he or she performs for the insured person.

### 1.1.3 *Leaving The Netherlands*

An insured person who no longer lives in The Netherlands will no longer be covered by the insurance policy after his or her date of departure.

See also termination of insurance policy (3.1)

## 1.2 *What is insured and what is not?*

If you cause another person damage, said other person can ask you for compensation of these damages, providing you are liable for the damage. In general, you are considered liable if you acted unlawfully and you are at fault. For example, if you are cycling and you do not give another cyclist the right of way, then you have acted unlawfully. You can also be held liable for something your children did or for the conduct of your pet. If your dog bites a pedestrian, then you are liable for this.

We will determine whether you were correctly found to be liable and if this is the case, we will reimburse the damages, providing you have cover. If you are partly liable, then the damage you caused will also be only partly covered. The liability insurance policy provides a very wide range of cover. Damage can occur in quite a lot of different ways. The damage can be extremely great, for example in the case of serious injury. That is why special rules apply to the liability insurance policy. These terms and conditions and limitations are detailed below.

### 1.2.1 *Personal liability*

Only your liability as a private person is covered for damage caused or arising within the duration of the insurance policy. The cover applies per incident for all insured persons together, up to a maximum of the insured amount.

The limitation for personal liability does not apply to:

1. an insured person who performs non-obligatory, unpaid voluntary work.
2. the domestic staff as stated in 1.1.
3. the children referred to in 1.1.1 who perform work for persons other than the insured person or free of charge during their holidays or free time. This cover is only valid insofar as this liability is not covered by another insurance policy. There is no cover for the liabilities of:
  - an employer,
  - someone assigned by the employer or
  - someone who is related to or living with the employer.

#### *Not covered*

You will not be covered if you cause damage in connection with or while running a (sideline) business, practising a (sideline) profession or performing other paid work.

### 1.2.2 *Mutual liability*

Insured persons can also cause each other mutual damage. In this case, different rules apply compared to cases in which damage is caused to someone who is not covered by the insurance policy.

These are the conditions:

- We will not cover any damage to property.
- We will cover damage to the property of domestic staff as a result of a business accident.
- We will cover personal injury damages. However, there are two exceptions to this. We will not pay any compensation:
  1. if and insofar as the injured party can make a claim for compensation in another way;
  2. if the claimant is someone other than:
    - an injured person who was directly involved in the incident;
    - someone who is related to or living with a deceased person
    - who was directly involved in the incident.

### 1.2.3 *Philanthropy*

A special rule applies if you are not liable because the damage is connected to philanthropy. In that case we will assess your liability as if there had not been any philanthropy. Then we will pay a maximum of €15.000 in compensation per incident.

This is subject to two conditions:

1. insofar as the injured party can make a claim for compensation in another way, we will deduct that amount from the compensation of damages.
2. We will not pay compensation if the claimant is someone other than:
  - an injured person who was directly involved in the incident;
  - someone who is related to or living with a deceased person who was directly involved in the incident.

### 1.2.4 *Supervision cover*

#### *Covered*

There is cover for the liability in respect of damage to items caused for such time as these were in your possession or in the possession of another on your behalf. This is also called supervision cover. The maximum applicable amount of compensation for this cover is €15.000 per incident.

Furthermore, your liability is also covered up to the insured amount for each incident:

- a. for damage to your holiday accommodation and its accompanying contents caused by fire, providing this holiday accommodation is not the property of one of the insured persons and that it is not situated in the original country of origin;
- b. for damage to the premises you are renting and living in caused by an antenna.

#### *Not covered*

The following kinds of damage are not covered:

- a. Damage to items held by you or someone else on your behalf in connection with a rental, (hire) purchase, lease or cover agreement, tenure or the right of use or habitation.
- b. Damage to items held by you or someone else on your behalf in connection with running a (sideline) company, practising a (sideline) profession or performing non-philanthropic work.
- c. Damage to items illegitimately held by you or someone else on your behalf.
- d. Damage to motor vehicles, (stationary) caravans, motorised or sailing vessels (including (kite) surfing boards) and aircrafts held by you or someone else on your behalf.

#### *Exception*

Damages a to d will be covered if the person who causes the damage is younger than 14 years of age, unless an insured person aged 14 years or above has the item in his or her possession.

### 1.2.5 Real estate

#### Covered

There is cover for your liability:

- a. as the owner of the premises or the houseboat in which you live, including any outbuilding; as the owner of premises or a houseboat in which you no longer live or do not yet live in, even if you are letting part of this;
- b. as the owner of premises or a houseboat in which you no longer live or do not yet live in. This is valid for a maximum period of 24 months after you leave or obtain the premises or houseboat;
- c. as the owner of a second home, holiday home, stationary caravan or a little house on an allotment, providing the site or location is situated within The Netherlands and that the accommodation is not intended for letting to third parties;
- d. for damage caused by an antenna attached to a home or houseboat rented and inhabited by you.

#### Not covered

Any other liability for damage due to real estate is not covered, nor is the damage due to real estate that is:

- being constructed;
- being let or otherwise exploited;
- in the possession of and owned by an insured person.

### 1.2.6 Motor vehicle

#### Not covered

Your liability is not covered if the damage is caused with or due to a motor vehicle that an insured person:

- owns,
- has in his or her possession,
- maintains,
- drives or uses.

#### Covered

Your liability for damages is covered in the following cases:

- a. if you are the passenger of a motor vehicle, although the conditions for mutual liability (1.2.2) and supervision (1.2.4) will continue to apply.
- b. if a member of your domestic staff causes damage with or due to his or her own motor vehicle of which none of the other insured persons is the owner or keeper. The cover will only apply to insured persons listed under a to c of family cover and under a for single cover.
- c. if you cause damage with or due to a motor-driven mower or another motor-driven appliance, and if these machines cannot drive faster than 16 km per hour,
- d. if you cause damage with or due to (children's) toys or a remote controlled model car and if these machines cannot drive faster than 16 km per hour,
- e. if you cause damage with or due to an electrical bicycle,
- f. if you cause damage with or due to a caravan-driven trailer or caravan,
- g. if you cause damage with or due to a trailer or caravan not connected to a motor vehicle, the damage must have arisen after the detached or disconnected trailer or caravan has safely come to a standstill away from traffic.

The cover referred to under a to g will not apply insofar as the liability is covered by another insurance policy.

### *Damage while joyriding with a motor vehicle*

Your liability is covered for damage caused while joyriding with a motor vehicle if the person who caused the damage is younger than 18 years of age. This cover is not applicable:

- a. if the motor vehicle is stolen or misappropriated;
- b. in the event of joyriding without violence, if a liability insurance policy has been concluded for the motor vehicle (in which case the damage will be covered by the motor vehicle insurance policy).

If damage occurs to the motor vehicle itself during the joyriding, then there is partial cover for your liability in this respect: the maximum amount of compensation we will pay is €7.000 per incident. However, if the motor vehicle is stolen or misappropriated, then you will not be entitled to this cover.

### *1.2.7 Vessel*

#### *Not covered*

Your liability is not covered if the damage is caused with or due to a vessel.

#### *Covered*

Your liability for damages is covered in the following cases:

- a. if you are the passenger of a vessel, although the conditions for mutual liability (1.2.2) and supervision (1.2.4) will continue to apply.
- b. If you cause damage with or due to a rowing boat, canoe, kayak or kite surfboard,
- c. If you cause damage with or due to a remote controlled model boat, and if these machines cannot drive faster than 10 km per hour.
- d. If you cause damage to persons with or due to a sailing boat with a maximum sailing area of 16 m<sup>2</sup>, your liability will not be covered if this vessel has a motor (or an outboard motor) with a capacity of more than 3 kW (approximately 4 HP).

The cover referred to under a to d will not apply insofar as the liability is covered by another insurance policy.

### *1.2.8 Aircraft*

#### *Not covered*

Your liability is not covered if the damage is caused with or due to:

- an aircraft
- a model aircraft
- a hang glider
- a target drone
- parachute glider
- a kite
- an airship
- a model rocket
- a balloon with a diameter of more than 1 metre when fully inflated.

### *Covered*

Your liability for damages is covered in the following cases:

- a. if you are the passenger of an aircraft, although the conditions for mutual liability (1.2.2) and supervision (1.2.4) will continue to apply.
- b. if you cause damage with or due to a kite or a hang glider or a model aircraft with a maximum surface area of 1.5 m<sup>2</sup> and a maximum weight of 25 kg;
- c. if you cause damage as a result of hang gliding, parasailing or skydiving,

The cover referred to under c and d will not apply insofar as the liability is covered by another insurance policy.

### *1.2.9 Damage due to weapons*

#### *Covered*

There is cover for the liability of an insured person ensuing from damage connected to the possession or use of a weapon for which said insured person has a license. The Dutch Weapons and Munitions Act governs which weapons require a license.

#### *Not covered*

There is cover for the liability of an insured person ensuing from damage connected to the possession or use of a weapon for which said insured person does not have a license. The Dutch Weapons and Munitions Act governs which weapons require a license.

#### *Hunting*

There is no cover for liability ensuing from damage caused in connection with the possession or use of firearms while hunting,

## **1.3 What is never covered?**

### *1.3.1 War risk*

You are not covered for damage caused by or arising from a war risk.

### *1.3.2 Intent*

An insured person is not covered for damage caused by or ensuing from:

- a. his or her intent. If an insured person is under the influence of alcohol or other substances and has lost self-control or does not have sufficient self-control as a result, this is also intent.
- b. intent of one or more persons belonging to a group. This also applies if the insured person who belongs to said group did not take part in this. If a number of persons belonging to the group is under the influence of alcohol or other substances and has lost self-control or does not have sufficient self-control as a result, this is also intent.

### *1.3.3 Sexual conduct*

An insured person is not covered for damage caused by or ensuing from:

- a. his or her sexual conduct.
- b. the sexual conduct of one or more persons belonging to a group. This also applies if the insured person who belongs to said group did not take part in this.



#### 1.3.4 Nuclear reactions

You are not covered for damages caused by, occurring during or ensuing from nuclear reactions, regardless of how these arose.

##### **Explanation of nuclear reactions**

###### **No cover**

We do not cover damages caused by, occurring during or ensuing from nuclear reactions, regardless of how these arose.

###### **Cover**

However, we do cover damages caused by radioactive nuclides. In this case these nuclides must be situated outside of a nuclear installation<sup>1</sup>, and they must be used or intended for industrial, commercial, agricultural, medical, scientific, education or (non-military) security purposes. The organisation in question must have a government authorisation for this, insofar as one is required. This authorisation must relate to the development, use, storage and disposal of radioactive materials. This cover does not apply to instances in which an act or treaty provides that a third party is liable for the damages incurred.

<sup>1</sup> A nuclear installation is defined as a nuclear installation in the sense of the Dutch Nuclear Accidents Liability Act (Statute Book 1979-225). The same applies to nuclear installations on board a ship

#### 1.4 Where are you insured?

This cover is valid worldwide.

# Article 2

## What to do if there is damage

*If you incur damages, naturally you will want to work everything out as soon as possible. That is why you must contact your insurance consultant immediately if you incur damages. He or she can assist you further. If you would like to know what general terms and conditions apply to handling claims, please read the General Terms and Conditions of your Expat Policy for Foreign Professionals in The Netherlands. Below you can read what specifically applies to the Personal Liability insurance policy.*

### 2.1 What do we mean by damage?

By damage we mean:

- damage to property
- personal injury
- salvaging expenses\*
- cost of proceedings\*
- statutory interest on the covered damage

\* there is also cover above the insured amount, up to a maximum of 1 x the insured amount.

### 2.2 Preventing or minimising damage

You are obligated to take measures to prevent or minimise damage for which there is cover.

There are two kinds of measures:

1. Normal precautionary measures: the cost of these will not be reimbursed. However, you must take these measures.
2. Extraordinary measures or salvaging: the cost of salvaging will be reimbursed. The compensation applies per incident for all insured persons together, up to a maximum of the insured amount.

#### *Reduced entitlement to compensation*

If you did not abide by the obligation to prevent or limit damage, then we may reduce the amount of compensation by the amount of damages we suffered as a result.

### 2.3 Providing security

We will pay a deposit on your behalf. A maximum of 10% of the insured amount - or, if necessary, an amount above the insured amount - applies to this. We will do this if a government requests a deposit from you in connection with compensating an injured person's damages. You are obligated to provide us with your full cooperation to recoup the deposit paid to the government.

### 2.4 Damages scheme

If there is cover, we will take care of handling the claim and determining the damages. We are entitled to immediately indemnify injured persons.

# Article 3

## What else is important for you to know?

*This article details a number of further topics that are important for you to know.*

### **3.1 Termination of this insurance policy**

The General Terms and Conditions of the Expat Policy for Foreign Professionals in The Netherlands lists a number of reasons for terminating the insurance policy. There is another reason that specifically applies to the Personal Liability insurance policy, namely: if the policyholder no longer resides in The Netherlands. Therefore, if the policyholder moves abroad, the insurance policy will end for all insured persons on the day he or she leaves The Netherlands.

### **3.2 Other insurance policies and provisions**

If damage occurs and there is an entitlement to compensation under another insurance policy (whether older or newer than your Personal Liability insurance policy), statutory provisions or any other provisions or if this entitlement to compensation would have existed in the absence of this Personal Liability insurance policy, then the following terms and conditions apply:

- the Personal Liability insurance policy will be the last valid policy;
- the Personal Liability insurance policy will only apply to amounts above the entitlement to compensation that was assigned or would have been assigned, if this insurance policy did not exist.

# Appendices

## Supplementary Recovery Assistance insurance policy

### Where to find what

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## **1** *When is this insurance policy applicable?*

This insurance policy is applicable if this is stated on the policy sheet for your Personal Liability insurance policy. The terms and conditions for this insurance policy form part of the terms and conditions for the Personal Liability insurance policy.

## **2** *What does our Recovery Assistance cover?*

### **2.1** *What is recovery assistance?*

Recovery assistance means providing legal assistance in recovering the damages you suffered as a result of an unlawful act.

### **2.2** *When are you covered?*

You are entitled to recovery assistance:

- if the person who committed the unlawful act or who is liable for the unlawful act is not an insured person;
- and you suffer the damages and are recovering as a private individual. The definition of the term private individual pursuant to Article 1.2.1 of the Personal Liability insurance policy applies here;
- and you cannot easily recover the damages yourself.

## **3** *Who is insured?*

The insured persons are those persons listed in Article 1.1 of the Personal Liability insurance policy.

## **4** *Where and until when is the cover valid?*

### **4.1** *Where is the cover valid?*

This cover is valid in The Netherlands.

### **4.2** *In which period are you insured?*

You are insured if the damage is caused within the duration of this recovery assistance insurance policy.

## **5** *Who implements it?*

### **5.1** *Who will provide the recovery assistance?*

The legal assistance will be provided by SRK Rechtsbijstand. We have outsourced this service to SRK. We guarantee that SRK will comply with its obligations under the terms and conditions.

SRK's contact details are as follows;

Stichting Schaderegelingkantoor Rechtsbijstand (SRK)	
Postal address:	PO Box 3020 2700 LA Zoetermeer, The Netherlands
Visitors' address:	Bredewater 12 2715 CA Zoetermeer, The Netherlands
Telephone number:	+31 (0) 81 – 344 79 81
Fax number:	+31 (0) 79 – 342 79 90
Website:	<a href="http://www.srk.nl">www.srk.nl</a>

Please note: if you wish to report a new case, you can do so via the SRK website [www.srk.nl](http://www.srk.nl).

## 5.2 *When will SRK provide you with recovery assistance?*

SRK will provide recovery assistance if they expect there is a reasonable chance of success in recovering your damages. If it does not think there is any chance of success, SRK will inform you of this. SRK will explain this stance.

## 5.3 *How will SRK handle your application?*

If possible, SRK will strive to recover your damages without involving the courts. SRK's employees and legal specialists, a number of whom are employed as attorneys, will handle your application.

## 5.4 *What will happen if the case goes to court?*

If the procedure does go to court, SRK will provide the assistance, insofar as possible.

## 5.5 *SRK is the sole representative of your interests*

At such time as SRK commences recovery assistance on your behalf, you will provide SRK with your consent to represent your interests. In that case you cannot ask another party to represent your interests too. It does not make any difference whether the case goes to court or not.

# 6 *What compensation will SRK pay?*

## 6.1 *What expenses will RK reimburse?*

If you are entitled to recovery assistance, then SRK will pay the following on your behalf:

- the cost of any attorney, solicitor, bailiff or any other competent expert or expert;
- the cost of proceedings and legal costs;
- the cost of arbitration;
- the cost of a binding recommendation;
- the cost of mediation;<sup>1</sup>
- the cost of witnesses appointed by the court in judicial or administrative proceedings;
- the cost of proceedings for the counterparty you are ordered to pay pursuant to an irrevocable judgment.
- any extrajudicial costs you are ordered to pay pursuant to an irrevocable judgment.
- any necessary travel or accommodation expenses incurred by you.<sup>2</sup>
- reasonable expenses you must incur in order to execute a judgment, up to a maximum of five years after the date on which the judgment was rendered.

1 SRK can hire a mediator if SRK thinks the case can be settled via mediation. The mediator must be a member of The Netherlands Mediation Instituut (NMI). SRK will pay for a maximum of up to five sessions lasting up to a maximum of two hours per session. SRK will not reimburse more than your share of the total costs. For example, if there are four parties with an interest, then the maximum that SRK will pay is your share, i.e. 25%. The compensation will never be more than 50%, as there are always two parties with an interest.

2 This applies if a foreign court orders you to appear in person or if an attorney or another competent expert urgently requests for you to appear in person. You will always incur the travel and accommodation expenses in consultation with SRK.

## 6.2 *To whom will the counterparty pay expenses?*

If the counterparty is required to pay expenses, it will pay SRK the costs which were for SRK's account. This also includes the extrajudicial costs. This applies when the counterparty is ordered to pay the expenses by way of proceedings, arbitration or a binding recommendation.

### 6.3 *Can SRK also pay compensation to parties with an interest?*

SRK is permitted to immediately pay the costs of legal assistance to interested parties.

### 6.4 *When will SRK not reimburse VAT?*

If you can deduct the VAT from the VAT payments you are required to pay, then SRK will not reimburse VAT.

### 6.5 *What happens if you can be compensated for expenses in another way?*

If you can be fully or partly compensated for recovery assistance pursuant to a contract, Act or any other regulations, then SRK will not reimburse these expenses. This does not apply if you can make an application pursuant to the Dutch Recovery Assistance Act. SRK will assist you in making a claim for or recovering the expenses advanced by you from the party that reimburses the expenses.

### 6.6 *How will SRK pay compensation in the event of a group action?*

In the event of a group action, SRK will divide the expenses among the number of interested parties. In that case SRK will only reimburse the portion of the expenses calculated in this way. It doesn't matter whether or not the other interested parties take no action or are only partly involved. We refer to a group action, if you and one or more other persons have the same interest in the matter you have reported.

### 6.7 *Can SRK commute the case?*

SRK can opt to commute your case. In that case they will not/no longer provide you with cover, although they will pay you a sum of money. Then the amount of money will be equivalent to your financial interest in your case, whereupon you can no longer derive any further entitlements in respect of the case in question under this insurance policy.

## 7 *When will you not receive recovery assistance?*

When will you not be able to derive any entitlements under this insurance policy?

### 7.1 *If you could have foreseen or expected the damage*

If you report damage you could have foreseen or expected when you concluded this insurance policy, then you will not have a guarantee against under-insurance.

### 7.2 *If you do not comply with your obligations*

You will not be entitled to recovery assistance if you do not comply with your obligations under these terms and conditions, thereby damaging our interests and the interests of SRK. This is the case if:

1. You notify SRK of the case so late that it:
  - must incur or reimburse unnecessary expenses (these cannot be the cost of proceedings or other expenses);
  - is no longer in a position to provide recovery assistance itself;
  - must make additional efforts to provide recovery assistance;
  - must incur additional expenses to provide recovery assistance;
  - can no longer reach a settlement without the intervention of the court;
  - must incur additional costs to reach a settlement without the intervention of the court.
2. You do/did not provide SRK with all information of importance.

3. You do not abide by the instructions of:
  - SRK;
  - the attorney;
  - the competent expert;
  - the expert;
4. You hire an attorney or any other legal competent specialist or expert without SRK's permission or without consulting SRK.
5. You approach the counterparty in relation to the case without first discussing this with:
  - SRK,
  - the hired attorney or
  - the other expert authorised by the court.

### **7.3** *If you provide incorrect or incomplete facts*

You will not be entitled to recovery assistance if you provide incorrect or incomplete facts at such time as you make a claim under this insurance policy. This refers to facts you knew could damage the handling of the case or SRK's interests.

### **7.4** *If you have another insurance policy*

You will not be entitled to recovery assistance if you have already made a claim under another insurance policy from which you can derive entitlements. This refers to the following entitlements:

- compensation in respect of your damages;
- provision of legal assistance;
- provision of legal advice;
- payment of a deposit;
- compensation in respect of the cost of legal assistance.

If you have another insurance policy for these matters, then you are obliged to inform SRK of this when you report a case.

Legal assistance is often paid in kind. Therefore, it is essential for you to inform us if you have other insurance policies for this. In fact, the recovery assistance can only be recouped from one organisation.

### **7.5** *If you have a claim on another insured person*

You will not be entitled to recovery assistance if you have a claim on:

- another insured person;
- the other insured person's (liability) insurance company.

### **7.6** *If the damages ensue from an agreement*

You will not be entitled to recovery assistance if you wish to recover damages that (also) ensue from an agreement.

### **7.7** *If you have damages that are the result of intent*

You will not be entitled to recovery assistance in respect of damages caused by or ensuing from intent as described in Article 1.3.2 of the Special Terms and Conditions for Personal Liability.



### 7.8 *If you have damage to your motor vehicle*

You will not be entitled to recovery assistance if your motor vehicle is involved in the damage.

This refers to a motor vehicle that you:

- own
- have in your possession
- bear
- drive
- use

This does not apply if your motor vehicle is an electric bicycle.

### 7.9 *If you have damage to your vessel or aircraft*

You will not be entitled to recovery assistance if your vessel or aircraft is involved in the damage.

This refers to a vessel or aircraft vehicle that you:

- own
- have in your possession
- bear
- drive
- use

This does not apply if the following vessels are involved:

- canoes
- rowing boats
- model boats, remote controlled
- windsurfing board
- sailing boat with a maximum sailing surface area of 16 m<sup>2</sup>

In that case these vessels are not permitted to have an outboard motor with a capacity of more than 3 kW, which is approximately 4 HP. If you have, then you will not have a guarantee against under-insurance.

### 7.10 *If you have damages on account of a war risk*

You are not entitled to recovery assistance if your damage is caused by, or arose from, a war risk.

### 7.11 *If you have damages on account of a nuclear reaction*

You are not entitled to recovery assistance if your damage is caused by, happens during or ensues from a nuclear reaction, regardless of how the nuclear reaction arose.

### 7.12 *If you do not live in The Netherlands*

You will not be entitled to recovery assistance if you no longer live in The Netherlands.

## 8 *How do you report a case?*

### 8.1 *When should you report a case?*

As soon as possible! If you suspect you require recovery assistance, please notify SRK of this immediately. You are obligated to do so as soon as you are aware or should be aware of the case.

## 8.2 *How do you report the case?*

You inform SRK of all details, facts and circumstances that led to the case. You can do so in one of the following ways:

- via the Internet: www.srk.nl. This is our preferred method!
- by post: SRK,  
PO Box 3020  
2700 LA ZOETERMEER, The Netherlands
- by fax: +31 (0) 79 330 33 77

If you require assistance making your report or if you have doubts about making a report, then please call SRK's Telephone Advisory Service.

You can do so on work days between 08:30 and 17:00.

- by telephone: +31 (0) 79 344 81 81

## 9 *What obligations do you have?*

### 9.1 *Notification obligation*

If you are aware or should be aware of a case that may require recovery assistance, then you are obligated to notify SRK of this case as soon as possible.

### 9.2 *Information obligation*

You will provide SRK with the following:

- any information or documents of importance to the case;
- any new facts or developments in the case.

You will also do so if the case is being handled by an attorney or a competent expert.

### 9.3 *Cooperation obligation*

You will provide your full cooperation and you will not do anything that can damage our interest or SRK's interests. You will also do so if the case is being handled by an attorney or a competent expert.

### 9.4 *Criminal action obligation*

If SRK requests for you to file a criminal action against the counterparty in criminal proceedings, then you are obligated to do so. A criminal action means you file a claim for compensation from the accused in criminal proceedings against the counterparty.

### 9.5 *Obligation to provide your correct address*

You will ensure SRK is always aware of your correct address.

## 10 *What applies to your attorney and another competent expert?*

### 10.1 *Who will choose the attorney?*

If the terms and conditions of the insurance policy or SRK states that an attorney or another competent expert must be hired, then you can choose this attorney or competent expert yourself. You will notify SRK of your choice. If you do not have a preference, then SRK will choose an attorney or another competent expert to carry out the task.

## 10.2 *Who will assign duties to the attorney?*

Only SRK is permitted to assign duties to the attorney or another competent expert. SRK will do so on your behalf.

## 10.3 *Is the case appearing before a Dutch court?*

In that case we are only permitted to hire attorneys and other competent experts if they:

- are registered in The Netherlands or permitted in The Netherlands by the court;
- have offices in The Netherlands.

## 10.4 *Is the case appearing before a foreign court?*

In that case we are only permitted to hire attorneys and other competent experts if they are legally registered or permitted in said foreign court.

## 10.5 *How many attorneys is SRK permitted to hire?*

SRK will assign duties to only one attorney or one other competent expert for each claim.

## 10.6 *Is SRK liable for the actions of your attorney?*

SRK is not liable for claims resulting from:

- a choice made by an attorney or another competent expert;
- the services provided by an attorney or another competent expert.

## 11 *When does this insurance policy end?*

### 11.1 *On what grounds will the insurance policy be terminated?*

In addition to the reasons listed in the General Terms and Conditions, we are permitted to cancel the insurance policy:

- if the risk is or will become unacceptably high for us. We will send you our notice of termination. We will state the end date in our notice. This will be at least two months after the date on which we give notice of termination.
- once you as the policyholder are no longer actually resident in The Netherlands;
- in the event that the court orders debt restructuring or bankruptcy for you as the policyholder.

### 11.2 *When will the insurance policy be terminated, if the policyholder passes away?*

If the policyholder passes away, the insurance policy will be terminated:

- nine months after the date on which the heirs or housemates<sup>1</sup> could, in all reasonability, have been informed of the death or;
- nine months after we were informed of the policyholder's death. The notice period for this is one month.

## 12 *What will SRK do in the event of a conflict of interest?*

There is a conflict of interest if you and your counterparty:

- both apply to SRK for legal assistance and;
- both of you as insured parties can make a claim for the provision of legal assistance.

In that case SRK will inform you of this. Then you can have your interests represented by an attorney or another competent expert. You can choose this attorney or competent expert yourself. The terms and conditions contained in Article 10 will also apply in this case.

<sup>1</sup> This refers to the heirs or housemates who are part of the circle of insured persons, in accordance with the terms and conditions.

## **13 What can you do if you do not agree with SRK?**

### **13.1 Disputes scheme**

If you are unsatisfied with SRK's handling of the matter, then we will refer you to the complaints scheme in Article 14 in the first instance. In addition, there is the so-called disputes scheme:

If you disagree with:

- SRK's (final) legal stance on the reasonable chance of a successful recovery; or
- SRK's legal approach to the case,

then you can make a one-off appeal under the disputes scheme.

Making an appeal under the disputes scheme means that an external Dutch attorney of your choosing will issue a binding recommendation. This recommendation will address the issue of whether SRK was correct to take the (final) legal stance it did or whether its legal approach to the case was correct. However, you cannot choose an attorney who is/was involved in the case as a representative of your interests.

SRK will hire this attorney and pay the costs associated with the recommendation. If you hire an attorney yourself, SRK will not reimburse the cost of this.

If the attorney makes a recommendation in your favour, then SRK or an external attorney can proceed with handling your case. The case will never be continued by the attorney who issued the binding recommendation, nor can the office colleagues of this attorney handle the case any further. SRK will issue a written contract for any further handling of the case.

If the attorney shares SRK's opinion, then you can take over the case and continue proceedings at your own expense. If it is evidenced from the definitive outcome of the case that the intended result was fully achieved, then SRK will reimburse the costs incurred in respect of legal assistance, albeit in accordance with the terms and conditions of the insurance policy. In this respect, you must send SRK the definitive outcome within a month of the case ending. If the intended result is only partially achieved, SRK will reimburse these costs in proportion to the achieved result.

### **13.2 Complaint options**

If you are unsatisfied with SRK's handling of the matter, then we will refer you to the complaints scheme in Article 14 in the first instance.

### **13.3 Disputes regarding the implementation of recovery assistance**

You can file a legal claim against us and against SRK, if you have a dispute with SRK about the implementation of recovery assistance. If the court finds in your favour, SRK will reimburse you for the covered costs that were reasonably incurred. This refers to the compensation as detailed in Article 6 of these terms and conditions.

### **13.4 Disputes regarding the experts hired by SRK**

If you do not agree with the expert's report published on SRK's instructions, you can have a second report made by another expert, at your own expense and following consultations with SRK. Should SRK subsequently use this new expert's report, then it will reimburse you any reasonable costs you incurred for it.

### 13.5 *Disputes regarding cover*

If SRK finds a case is not covered by this insurance policy, you can file a legal claim against us and against SRK. If the court agrees with you, SRK will still provide you with recovery assistance or it will reimburse the covered cost of legal assistance. The costs must have been incurred in a reasonable manner. This refers to the compensation as detailed in Article 6 of these terms and conditions.

### 13.6 *Limitation of legal claim*

The legal claim against us and against SRK is limited to a period of three years. The period of limitation will commence on the day you became aware of the option of filing a legal claim.

## 14 *Do you have a complaint?*

### 14.1 *Who can you turn to?*

If you have a complaint about SRK, please send your written complaint to:

SRK-klachtenbureau  
PO Box 3020  
2700 LA Zoetermeer, The Netherlands

### 14.2 *How does the complaints office work?*

A complaints official from the SRK complaints office will investigate and settle your complaint. He or she will contact you as soon as possible or he will send you a message confirming receipt of your complaint within five working days. Within ten work days of receipt, you will receive a substantive response to your complaint from the complaints official.

### 14.3 *Do you not agree with SRK's response?*

If you do not agree with SRK's response, then you can submit your complaint to us at the following address:

- Klachtencommissie De Goudse  
PO Box 9  
2800 MA GOUDA, The Netherlands  
and they will make a decision regarding your complaint. If you do not agree with the decision made by the complaints committee, then you can submit your complaint or dispute to the Kifid (Financial Services Complaints Institute):
  
- Stichting Klachteninstituut Financiële Dienstverlening  
PO Box 93257  
2509 AG The Hague, The Netherlands  
Telephone number: +31 (0) 900 355 22 48  
Website: [www.kifid.nl](http://www.kifid.nl)

If you do not wish to avail yourself of these options or if you are unsatisfied with the way your complaint was handled or with the outcome, then you can submit your complaint or dispute to the Dutch courts.

You can also find this information in the General Terms and Conditions of your Expat Policy for Foreign Professionals in The Netherlands.

## 15 **What happens to your personal data?**

SRK will do the following with your personal data:

1. After reporting a case to SRK Rechtsbijstand, SRK will process your personal data. SRK will use this data:
  - to implement recovery assistance and/or provide legal services;
  - for the purposes of yield management;
  - to prevent or combat fraud.
2. SRK will inform us of:
  - the fact that you have reported a case;
  - what legal area and type of damage the case involves;
  - the associated expenses SRK has incurred internally and/or externally.
3. SRK will handle personal data confidentially. In addition, it will abide by the Code of conduct for financial institutions processing personal data. You can request the text of the code of conduct from: de Verbond van Verzekeraars, PO Box 93450, 2509 AL The Hague, The Netherlands (telephone: +31 (0) 70-3338500) or consult its website [www.verzekeraars.nl](http://www.verzekeraars.nl).
4. The personal data SRK provides us with and any other data listed under paragraph 2 can also be processed in the Central Information System [CIS] of the insurance companies operating in The Netherlands; property of the CIS Foundation in The Hague, [www.stichtingCIS.nl](http://www.stichtingCIS.nl). SRK can also provide the CIS with the relevant data on our behalf.

# Glossary

## **Competent expert**

Someone who has knowledge of the subject matter and who is permitted to provide legal assistance in judicial or administrative proceedings. He or she is permitted to provide said legal assistance in accordance with the rules on competence in proceedings.

## **Costs of proceedings**

The costs of proceedings are the costs incurred to conduct proceedings. Please note: if you received legal assistance, then this only refers to costs agreed to by, or incurred at the instruction of, SRK.

## **Cover/covered**

Being insured, claim on insurance policy.

## **Damage**

Personal injury and damage to property.

## **Damage to property**

This is damage to real estate and personal property, including animals. It must involve the damage, destruction or loss of property. Damage to property also includes any damage arising from this. It must involve property that is not the property of the insured parties. However, with regard to the Recovery Assistance insurance policy, it must involve the property of insured parties.

## **Electrical bicycle**

A bicycle with electrical pedal support.

## **Expert**

An acknowledged expert in such fields as:

- the agricultural sector
- cars
- construction
- medical matters
- technical matters

This expert will publish a report supporting the case.

## **Incident**

The actual incident or a series of connected incidents from which the damage arose.

## **Insured person(s)**

While this may be the policyholder, it can also refer to other persons to whom the insurance policy applies. Therefore, it refers to the spouse, a registered partner, children and housemates, for example. The names of these persons do not need to be stated on the insurance policy.

## **Intent**

Unlawful, intentional acts or omissions that are also directed against a person or case.

### ***Joyriding***

When someone drives a motor vehicle without the consent of the owner. The objective is to drive the motor vehicle, as opposed to stealing it.

### ***Legal claim***

A legal claim means you file for recovery assistance by way of legal proceedings or you submit a claim in connection with the implementation of recovery assistance.

### ***Normal precautionary measures***

Reasonable and adequate measures to prevent non-imminent damage.

### ***Nuclide***

Atomic species. A type of atomic nucleus.

### ***Original country of origin***

The country whose citizenship the insured persons on the policy hold on the day before they are registered with the Municipal Personal Records Database (GBA).

### ***Personal injury***

This is injury to one's person. It must involve injury or damage to one's health. The person involved can also pass away. Personal injury also includes any damage arising from this.

### ***Philanthropy***

If you help friends or acquaintances without having an interest in doing so, this is philanthropy. In such situations there is often no liability. Please note: voluntary work is not philanthropy.

### ***Policyholder***

The person who took out the insurance package.

### ***Salvaging expenses***

Cost of extraordinary measures that must be taken to prevent or reduce immediate, pending damage.

### ***Sexual conduct***

Sexual or sexually tinted conduct of any nature whatsoever.

### ***Supervision***

If you or someone acting on your behalf has an item belong to someone other than an insured party in your, his or her possession for a short or long period of time. For example, this can be the case if you use, borrow or rent an item.

### ***Unlawful act***

An unlawful act is:

- an infringement of a right and
- an act or omission contrary to a statutory obligation or to what is appropriate in society pursuant to unwritten law.



### *Explanation*

If you suffer damages due to the negligence of another, you can file for compensation, providing the other party is liable for the damage. In general, someone is considered liable if he or she acted unlawfully and is at fault. For example, someone acts unlawfully if he or she does not yield right of way in traffic. Someone can also be liable for damage caused by his or her children or for the conduct of his or her pet. If a dog bites you, then the owner of the dog is liable for this. If someone is partly liable, similarly the damage that he or she caused will only be partly covered.

### *War risk insurance*

War risk covers:

- Armed conflict: any event in which states or other organised parties engage each other - or in which one party engages another - in conflict, using military force. We also take armed conflict to mean armed action taken by the peacekeeping forces of the United Nations.
- Civil war: a more-or-less organised, violent conflict between residents of the same state, involving a significant proportion of the residents of said state.
- Revolt: organised, violent resistance within a state, directed against the official authority.
- Civil commotion: more-or-less organised, violent actions occurring at various locations within a state.
- Insurgency: a more-or-less organised, local, violent movement directed against the official authority.
- Mutiny: a more-or-less organised, violent movement comprising members of the armed forces directed against the authority they serve.

### *We/us/our*

De Goudse Insurance. De Goudse Insurance is a subsidiary of Goudse Schadeverzekeringen N.V.

Goudse Schadeverzekeringen N.V. is registered as an indemnity insurance company with the Dutch Financial Markets Authority (AFM). De Goudse is a provider of insurance policies and other financial products. De Goudse has its registered office at Bouwmeesterplein 1 in Gouda, The Netherlands (postal address: PO Box 9, 2800 MA Gouda, The Netherlands).

### *You(r)*

The person who concluded the insurance package and the person to whom the insurance policy also applies. Therefore, it refers to both the policyholder and other insured persons.