

Guide to the policy conditions

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Home Insurance Clauses Sheet

HOME INSURANCE CONDITIONS

KOV WHS

These special conditions only apply if the policy schedule indicates that this component is included under the policy. If provisions in these special conditions deviate from the provisions in the applicable General Terms & Conditions (KOV ALG) then that determined in these special conditions prevails.

In case of doubt or discussion, the stipulations in the Dutch version shall apply.

Art. 1 Definitions

1.1 Extensions and renovations

This is in any event the case for as long as the building has not yet been fully glazed or is not entirely wind and waterproof and/or has not yet been fit with locks and/or other locking mechanisms, heating, water supply and ready-to-use sanitary and kitchen facilities.

1.2 (Apartment) owner's interest

Renovations, improvements, wood panelling, etc. installed in/attached to the building are for the account and risk of the policyholder as person entitled to an apartment right.

1.3 Occupied

A building is deemed occupied if someone lawfully resides in the building - as a rule day and night.

1.4 Excess

The excess concerns the part of the claim that you cannot recover on the insurance. You must pay the excess yourself.

1.5 Foundations

The construction on which the building sits, calculated from the bottom of the lowest floor.

1.6 Building

An immoveable property that is intended, according to its nature and construction, to remain in its position permanently. The land is not part of the building.

1.7 Glass

All transparent windows including multi-walled insulating glass, stained glass windows and storm windows, as well as windows on roofs, including Velux windows and skylights of plastic, in the residence specified in the policy schedule, including:

- a. stained, curved or etched glass;
- b. processed glass, including glass with paintings, text, decorations and etchings;
- c. films, alarm strips, etc. applied to the glass;
- d. glass in windbreaks and balcony partitions and perimeter fences and in glass cabinets.

1.8 Reinstatement value

The sum needed for the reconstruction of the residence immediately after an occurrence, on the same location and equivalent in terms of nature, construction, layout and use.

1.9 Loss

Degradation of the property of the insured party by damage to or loss of the insured residence.

1.10 Sale value

The value of the residence after the deduction of the value of the land.

1.11 The insured party

The policyholder and/or the natural or legal person specified in the policy schedule, insofar as this party has an interest in the preservation of the insured property.

1.12 Residence

The building described in the policy schedule, including any (plastic) glass, and:

- sheds, storage structures, garages and other outbuildings, roofing and perimeter fences/walls which are commonly deemed to form a part of it - if not comprising plants, trees, shrubs and reed mats;
- Sheds, storage structures, garages and other outbuildings, with a different address to the premises to which the insurance applies that are owned by the insured party, if this is specified in the policy schedule;
- swimming pools and Jacuzzis and the associated installations, including permanently installed canopies and roofing;
- bridges that serve as a permanent structure between embankments;
- foundations are deemed to form a part of the building;
- solar connectors and panels that are intended to collect thermal radiation;
- charging pole or charging station for an electric car that is attached to the residence or installed on the premises;
- sun-blinds, roller shutters and antennas are also insured, if they are not insured via household insurance.

The land is not deemed part of the residence.

Art. 2 Extent of the cover

The insurance covers unforeseen material damage to the residence, caused during the term of the insurance by an event described hereinafter; for an event described in article 2.1.1 to 2.1.5 even if this is the consequence of the nature or a defect in the insured property.

2.1. Basic cover

If your policy schedule shows that you chose Basic cover, you are insured for the following events:

- 2.1.1**
 - a. Fire (see additional descriptions in the general conditions) and fire in the vicinity.
 - b. Damage caused by singeing, scorching and melting of facilities permanently fixed to the residence, such as counter tops, parquet floors, etc., with the exception of installations, appliances and equipment, but only if the insured party lives in the residence himself/herself.
- 2.1.2** Fire extinguishing.
- 2.1.3** Smoke and soot, if suddenly ejected by a heating system attached to the chimney of the residence.
- 2.1.4** Explosion (see additional descriptions in the general conditions).
- 2.1.5**
 - a. Lightning, irrespective of whether this results in fire.
 - b. Induction as a result of lightning that causes overvoltage in the electricity mains and/or in electrical and electronic equipment.
- 2.1.6** Storm (see additional descriptions in the general conditions).
- 2.1.7** Damage caused by (attempted) forcible entry.
- 2.1.8** Theft of parts belonging to the residence.

2.1.9 Water damage:

Damage caused by the unforeseen flow of water and steam from:

- a. supply and discharge pipes located inside and outside the residence;
- b. installations and appliances connected to the supply and discharge pipes;
- c. a heating system;
- d. aquaria or water-filled seating/beds, as the result of a sudden unexpected defect.

In the event of the abovementioned insured water damage, there is also a right to compensation of:

- a. the costs of finding the defect (so-called leak detection);
- b. the costs of hacking and breaking walls, floors and other parts of the residence;
- c. the costs of repairing the pipes;
- d. the costs of repairing the hacking and breaking damage.

This is under the condition that the damage to the residence caused by the unforeseen overflow and/or escape of water or steam and the defect were not the result of wear and tear, poor maintenance or construction defects. The costs of unblocking are not insured.

In the building, damage caused by damp permeating through tiling, including (sealed) joints, of showers and bathrooms, is insured, unless it is the result of poor or overdue maintenance. Repair of tiling is not covered.

If a defect occurs in a water pipe, drain pipe or heating pipe that forms a part of the building during the term of the insurance, which results in water escaping into or under the building, the insurance covers the costs of the repair of the pipe including the costs of necessary hacking and breaking work to the building and the repair of the damage caused by this. When no damage is caused by this defect, we compensate these costs up to a maximum amount of € 3,500 per event.

2.1.10 Unforeseen entry of precipitation (rain, snow, hail, melt water); if it did not come in through open windows, doors or shutters.

If the damage was caused by water originating from a public sewer, including via discharge pipes, sanitary appliances and/or other appliances, the insurance company compensates maximum € 25,000 per event.

2.1.11 Caving-in of the building due to the weight of snow.

Not insured is damage caused by the weight of snow when the collapse can be attributed to design, manufacturing and installation defects, the use of incorrect or defective materials and/or insufficient and overdue maintenance.

2.1.12 Hail damage to the residence, except damage to glass and plastic parts that serve to let through light.

2.1.13 Frost damage resulting from the freezing of:

- a. water pipes and the installations and appliances connected to them;
- b. a central heating system.

damage to the pipes, installations and appliances themselves is also covered by the insurance if they are found or attached in/to the residence.

For the said covered frost damage, the insured party is also entitled to compensation for:

- c. the costs of finding the defect, breaking and repair work to walls, floors and other parts of the residence;
- d. the costs of repairing the pipes, installations and appliances.

Not insured is damage by frost when the freezing can be attributed to negligence or carelessness in taking precautionary measures.

2.1.14 Oil, unforeseen leaks from permanent pipes, reservoirs or tanks of an oil-fired central heating system, if this system is connected to a chimney.

2.1.15 Vandalism, committed by someone who unlawfully forced their way into the residence.

2.1.16 Riots, civil disruptions or disturbances (see additional descriptions in the general conditions).

2.1.17 Looting and disorder during strikes.

- 2.1.18 Collision, crashes, and as a consequence thereof: dropped or leaked loads.
- 2.1.19 Aircraft (see additional descriptions in the general conditions).
- 2.1.20 Air pressure resulting from starting - and/or test-running - aircraft and spacecraft and breaking the sound barrier.
- 2.1.21 Meteorites.
- 2.1.22 Falling trees and breaking off of branches.
- 2.1.23 Falling cranes and lifting equipment and parts breaking off them.
- 2.1.24 Extensions and renovations

When a residence is being extended or renovated, the building materials on or close to the building site and the objects that must be placed or installed that will then form a permanent part of the residence, are also insured. Loss by theft of objects that are to be placed or installed is only compensated if these objects were present in a secure space at the time of the theft:

- and persons other than the insured party or the (sub)contractor have no access to the residence;
- and the resident or owner or his/her wife/husband or partner manage the keys;
- and there is evidence of forced entry into the residence.

Things kept outside the secured space(s) referred to are only insured against damage as a result of:

- a. fire (see additional descriptions in the general conditions) and fire in the vicinity;
- b. fire extinguishing;
- c. smoke and soot, if this is suddenly expelled by a heating system connected to a chimney of the building;
- d. explosion (see additional descriptions in the general conditions);
- e. lightning, irrespective of whether this results in fire;
- f. storm (see additional descriptions in the general conditions), if the property is found in the residence.

2.1.25 Glass

Compensation

In the event of damage to glass, it will be replaced with glass of the same type, quality and dimensions. Compensation will only be paid for damage to horizontal glass, such as skylights and glass canopies if the damage results in a leak.

Glass seal breakage

If the glass seal breaks within 10 years of the manufacturing date, compensation of maximum € 500 per event will be paid. Glass seal breakage is understood to mean a reduction in transparency due to condensation or deposition of dust particles on the inside of the insulating glass. No payment will be made under the insurance if the policyholder can claim compensation or replacement based on the warranty given by the supplier and/or manufacturer.

In the event of glass damage, the cover also applies to:

- a. the costs of a required emergency provision after the glass is broken;
- b. the costs for the use of hanging platforms, scaffold, tower wagons, hoists, etc., if this equipment is required for the repair of the damage up to a maximum amount of € 500 per event;
- c. costs of clearing up the insured glass damage up to a maximum amount of € 500 per event,

The insured glass is not covered when the residence is being extended or renovated, when it is empty or squatted or when moving or working on the glass.

2.2 Top cover

If your policy schedule indicates that you chose Top cover, you are insured against damage to the residence that is caused by the events referred to in article 2.1 Basic cover. You are also insured for the following events: any unexpected externally caused peril during the term of the insurance. An event already excluded or a limitation to the cover described in the conditions is not insured.

Art. 3 Compensation above the insured amount

- 3.1 In the event of an insured event, this insurance compensates the following above the insured amount:
 - a. damage prevention/limitation costs (see additional descriptions in the general conditions);
 - b. claims assessor's fees (see additional descriptions in the general conditions);

- c. salvage costs (see additional descriptions in the general conditions); The condition for the compensation of these costs is that the *Stichting Salvage* (Dutch Salvage Foundation) is engaged by the fire service.

3.2 For an event covered by the insurance, the insurance provides cover up to a maximum of 10% of the insured amount per part, for:

- a. clean-up costs (see additional descriptions in the general conditions);
- b. decontamination costs (see additional descriptions in the general conditions).
If the insured event increases already existing contamination, decontamination costs are only compensated insofar as these costs exceed the costs of decontaminating the already existing decontamination. A condition for compensation of the decontamination costs is that the contamination is reported to the insurer within one year of its cause.
- c. Landscaping: the costs of repairing the landscaping and plants in the garden belonging to the residence after damage caused by fire, fire extinguishing, explosion, lightning, collision and crashes or the crashing of aircraft;
- d. loss of rent: based on the rental value of the residence, for the period that the residence is made uninhabitable by the damage, during a term of maximum 52 weeks, if it is repaired or rebuilt. If it is not repaired or rebuilt, the payment period is maximum 12 weeks. This payment is calculated based on the rental value even if the insured party resides in the residence himself/herself;
- e. costs of provisions relating to damaged parts of the residence, which the insured party must pay according to the authorities;
- f. property of third parties, if they are attached to the residence. This damage only qualifies for compensation if this is not covered by another insurance and/or insofar as the insured party bears the risk for maintenance or is liable;

3.3 If your keys are stolen, the replacement of locks is compensated up to maximum € 600.

Art. 4 Limitations

4.1 An excess of € 250 per event applies to storm damage to the residence.

4.2 The repair costs for insured damage to awnings are compensated. If repair is not possible, compensation occurs based on the purchase value. 2% of this value will be deducted for each month from the date the awning was installed after 1 year. The compensation is at least 30% of the purchase price.

4.3 If your building is listed in the monuments and historic buildings register and the Historic Buildings & Sites Organisation regulation, the following agreements apply:
the claims assessors will deduct the repair contributions from your compensation that you receive from the Department for the Preservation of Historic Buildings and Sites or other bodies. If the amounts from these organisations have not yet been determined or paid out, then you must transfer your rights to these amounts to us. You are obliged to cooperate fully in obtaining these amounts.

4.4 In the event of damage caused by water, steam, rainfall or frost, there is no cover for the repair costs of roofs, gutters, drain pipes and balconies, etc.

Art. 5 Exclusions

In addition to the exclusions referred to in the General Conditions, other damage or loss not insured is damage to or loss from the residence that:

- 5.1** is caused by or as a result of using ink, oils, grease, paint, corrosive agents, etc.;
- 5.2** is caused by incompetently or incorrectly performed activities when cleaning, maintaining and repairing your residence;
- 5.3** is caused by normal use of your residence (such as wear and tear, discoloration, ageing, deformation, rotting, corrosion, staining, scratches, scraping, small dents and other superficial damage that do not affect its use). The costs of normal maintenance are not insured;
- 5.4** is caused by animals, vermin, insects or mould;
- 5.5** comprises or is caused by inadequate maintenance and/or construction defects;

- 5.6 comprises or is caused by slow-working (weather) influences;
- 5.7 caused by damp permeating through floors, walls or into cellars;
- 5.8 caused by rain, hail, snow or melt water that comes in through open windows, doors or shutters;
- 5.9 is caused by groundwater except if this comes in via drain pipes and appliances and installations connected to them;
- 5.10 is caused by airborne contaminants and/or alien decay-causing agents or as a result of acid deposition (including deposition of airborne agents, which directly or indirectly influence the acidity of the soil or surface water);
- 5.11 is caused because the insured party did not observe normal care in preventing the damage. From the insured party, it is expected that he/she could not in reasonableness have taken better measures to prevent the damage under the given circumstances;
- 5.12 while in your residence or outbuildings activities are performed that are not legally permitted, such as running a cannabis factory, whether or not operational; This also applies even if the policyholder was not aware of this;
- 5.13 as a result of subsidence and/or collapse, except as a result of the weight of snow as stated in article 2.1.11;
- 5.14 caused by repair work, extending or renovating the residence;
- 5.15 caused by confiscation, nationalisation, seizure, vandalism or damage by or on the instructions of any public body.

Art. 6 Risk familiarity and change in risk

- 6.1 The description of the risk in the policy schedule is deemed to originate from the policyholder.
- 6.2 The insurer deems itself to be sufficiently familiar with the location, construction type, structure, layout, heating, lighting and use of the residence, as they were at the time of concluding the insurance, as well as adjoining buildings.
- 6.3 The insured party is free to extend, renovate, replace, enlarge, demolish, change the internal layout and perform other changes to the residence described in the policy schedule, if they remain within the limits of the policy description. The insurance only provides cover for the events described in article 2.1.24 during extensions or renovations to the residence.

Other events as stated in article 2 are only covered insofar as the insured party shows that there is no connection whatsoever between the damage event and the extension/renovation activities.

- 6.4 The policyholder must inform the insurance company in writing of:
 - a. changes in the described designated use or construction type of the residence;
 - b. vacancy of the residence or a part thereof deemed separate from it;
 - c. discontinued use of the residence or a part thereof deemed separate from it during a consecutive period that is expected to last longer than 60 days;
 - d. partial or full squatting of your residence.

After the occurrence of one of these changes, with the exception of changes in the described construction type or designated use, the insurance only offers cover against damage caused by fire, fire extinguishing, explosion, lightning, storm and aircraft.

The report must be made within 60 days of the occurrence of these changes, unless the policyholder was not and could not have in fairness been aware of the occurrence of one of the changes referred to. Article 5.12 remains in full force.

After the receipt of the report of the change in risk, the insurance company will inform the policyholder about whether the insurance will be continued in a changed state or that the premium and/or conditions will be revised.

If no agreement is reached with the policyholder on this, then the insurance will be ended by the insurance company subject to 30 days' notice.

The right to compensation lapses if the insurance company fails to notify the policyholder in writing within 60 days of the moment of a change in risk. The right to compensation continues for as long as the insurance company continues the insurance unchanged after a report. If the insurance company continues the insurance at a higher premium, then the entitlement to compensation is in proportion to the original premium relative to the new premium.

6.5 Transmission of ownership

The policyholder must inform the insurance company of a transfer of ownership of the residence as quickly as is in fairness possible.

When the ownership of the residence is transferred, other than by death, the cover remains in force for another 30 days. After this term, the insurance lapses by operation of the law, unless the new owner tells the insurance company that he/she wishes to continue the insurance within this period.

In that case, the insurance company can cancel the insurance subject to one month's notice within two months of the statement being made. The insurance lapses immediately if the new owner has insured the residence elsewhere.

The insurance remains in force after the death of the policyholder. The insurance company can cancel the insurance subject to one month's notice within 9 months of the insurance company being informed of this death. The heirs can cancel the insurance without notice.

Art. 7 Valuation

- a. Has your residence been valued by an assessor as referred to in Book 7, Section 960 of the Dutch Civil Code (definite valuation)? Then this valuation is valid for up to 6 years after the date of the assessor's report. Has the assessor's report expired and is there no new report? Then the old report is valid for another 6 months. We may show that the valuation is too high within the period of 6 months. After those 6 months, we assume that you yourself provided the insured sum.
- b. The valuation does not apply:
 - by vacancy, squatting, demolition or removal of your residence;
 - by the transfer of the insured interest or if your residence is used for another purpose;
 - if you do not inform us within 12 months after the damage that you are going to repair or rebuild the residence at the same location and for the same designated use.
- c. You must give us the assessor's report after the damage. If the appraised value is not the same as your estimation, we will not accept the report as a valid assessor's report.
- d. If this policy shows that the buildings were valued by the parties themselves, then that value will apply until the end of the insurance. The insurance company nevertheless retains the right to prove any overvaluation existing at the time of the loss or damage.

Art. 8 Loss assessment

8.1 Valuation for repair or rebuilding

If the residence is valued by (an) assessor(s) as referred to in Book 7, Section 960 of the Dutch Civil Code:

- a. this report must be handed over in the case of damage, and
- b. the extent of the damage shall be determined based on this valuation and sale value. If the valuation is no longer valid, the damage will be determined in accordance with that determined in article 8.3 'Not repairing or rebuilding', unless otherwise agreed.

The damage amount based on the valuation is set at the difference between the amount of the valuation and the value of what remains. The remains are valued on the same basis as the valuation. The damage amount based on the sale value is set at the difference between the sale value of the residence immediately before the damage and the remains immediately afterwards.

8.2 Reinstatement value for repair or rebuilding

The extent of the damage is determined as the difference between the reinstatement value of the residence immediately before the occurrence and the value of what remains afterwards. The extent of the damage will also be determined based on the difference between the sale value of the residence (excluding the land) immediately before the occurrence and the value of the remains afterwards.

The condition is that the insured party rebuilds or repairs the residence on the same location and for the same use within 3 years, and on condition that the insured party informs the insurance company within 12 months of the date of the loss/damage that he/she will rebuild or repair the residence.

8.3 Not repairing or rebuilding

The extent of the damage is determined based on the sale value of the residence immediately before the damage or based on the reinstatement value (rebuild value) when this is lower:

- a. if the residence is not repaired or rebuilt at the same location and for the same designated use;
- b. if the insured party fails to report his/her intention to repair or rebuild the residence to the insurance company within 12 months after the date of the loss/damage;
- c. if the obligation in article 7.1 of the applicable General Conditions is not fulfilled.

8.4 Demolition, dispossession, vacancy and squatting

The extent of the damage will also be determined based on the sale value if:

- a. the intention was to demolish the residence;
- b. the residence was destined for demolition or dispossession;
- c. the residence was declared uninhabitable or unusable by the municipality.

Unless the insured party has a compulsory reconstruction obligation and/or the residence may only be used for residential purposes, the sale value is also used as a basis, if:

- d. a part thereof that is deemed separate from it stood vacant, or was unused for longer than 60 days and was offered for sale;
- e. the residence was partially or fully squatted.

The damage amount is set at the difference between the established value of the residence immediately before the damage and the value of the remains immediately afterwards.

Art. 9 Compensation

As regards the damage to the residence, the following applies:

9.1 a. Presence of a thatched roof:

The insured party must be able to handover a valid certificate of completion if required, which shows that:

1. the thatched roof has been impregnated and/or
2. the fire-extinguishing equipment present is in good working order and a maintenance contract is present.

b. Payment based on the reinstatement (rebuild) value or sale value:

After the determination of the damage based on the reinstatement (rebuild) value, the insurance company is entitled to first pay 50% of the compensation calculated based on the reinstatement (rebuild) value, or 100% of the compensation calculated based on the sale value if this is less. The payment for any remainder will occur subject to the handing over of invoices, while the payment for the last phase may possibly occur after the policyholder has sufficiently shown that further repair or rebuilding work has been initiated. In the case of rebuild or repair, the total compensation payment will never be more than the actual costs incurred with as maximum the amount determined based on the reinstatement (rebuild) value.

If the insured party is entitled to compensation calculated based on the sale value, the thus determined compensation is paid out as one lump sum.

If the loss assessment shows that the damage amounts determined based on the sale value exceed that of the reinstatement value, then the compensation paid will be based on the reinstatement value in all cases. This is then paid out as one lump sum.

9.2 Excess

The standard excess is stated in the policy schedule.

An excess of € 250 per event applies to storm damage.

If you chose an extra voluntary excess, this will be stated in the policy schedule. We add the voluntary excess to the excess already in force.

9.3 Compensation in kind

We have the right to compensate (part of) the damage in kind.

If property that was damaged can be repaired or replaced, we have the right to insist on the repair or replacement of this property. If the damage is repaired by a repair company selected by Aon, the standard excess lapses.

9.4.1 Indexation

- a. The insured amount for the residence, and proportionally the premium, are adjusted to the price movements in building costs of homes annually on the premium due date, according to the price index for building costs determined by a recognised institute.
- b. If on the occurrence of damage it appears that the insured value of the residence is lower than the insured amount determined according to the index figure, then, for the settlement of the damage, the insured amount is increased by maximum 25%.
- c. If insurance is temporarily running elsewhere, which is not concluded subject to the index conditions, the earlier mentioned change resulting from a change in the index figure shall be applied to the total insured amount of the residence, i.e. including the amount insured elsewhere.

9.5 Underinsurance

If on the occurrence of damage it appears that the insured value is lower than the actual value, then you will receive compensation that is in proportion to the insured amount relative to the value of your residence immediately before the loss event.

No underinsurance is applied to claims assessor's fees and damage prevention/limitation costs.

Art. 10 Guarantee against underinsurance

If the policy schedule shows that the residence is insured with a guarantee against underinsurance, the following provisions shall apply.

10.1 Value calculator

The insured amount stated in the policy schedule is determined based on the fully completed reinstatement value calculator.

10.2 Underinsurance

In the case of a covered event, the damage is guaranteed fully compensated, irrespective of whether the insured amount is equal to the full value of the insured residence. The provisions of 9.4.b do not apply for as long as this guarantee applies.

10.3 Indexation

In accordance with the provisions in article 9.4.a.

10.4 Guarantee period

The guarantee applies for a period of 5 consecutive years, to be calculated from the date on which the reinstatement value calculator is completed.

The insurance company reserves the right to ask the policyholder to re-determine the value of the residence using the reinstatement value calculator, in the following cases:

- a. after renovation;
- b. after damage;
- c. after 5 years have passed since the last value determination.

If this request is not fulfilled within a period of 2 months, the guarantee against underinsurance lapses.

From the moment that internal or external renovations occur during the guarantee period, the guarantee lapses, unless the residence's value is adjusted accordingly.

The guarantee will not apply to an occurrence of damage if it becomes clear that the information provided for the purpose of obtaining a guarantee from the insurance company was/is incorrect or incomplete.

The value guarantee does not apply to renovated farms, monuments and historic buildings and swimming pools.

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If one or more of the clause numbers referred to below is/are stated in the policy schedule, then the content of the clauses concerned applies in addition to or as a replacement of that stipulated in the general and/or special conditions.

The content of a clause made applicable may mean an expansion or limitation of the cover and it therefore takes precedence over the provisions as stated in the general and/or special conditions.

M5025 Individual apartment rights

This insurance covers the interests of the insured party as co-owner of the entire building and as stakeholder in and user of the apartment as described in the policy. The surplus value of the building may or may not be insured elsewhere. The insurance company shall compensate the damage to the building in proportion to the insured amount relative to the total value of the building, insofar as the insured party is obliged to share the burden of this by virtue of his/her share in the entire building.

If the amount payable exceeds € 11,345, then the payment is made in the way that is determined by all the persons entitled to an apartment right in the building.

In addition, the insurance company shall compensate the insured party for the damage to the parts of the building for which the insured party is entitled to an apartment right in proportion to the insured amount relative to the value of his/her apartment right, one thing and another insofar as not already covered under the provisions above or compensated in another way, if the damaged apartment of the insured party shall be rebuilt or repaired.

By paying the compensation in accordance with the conditions of this policy, the insurance company will be discharged in respect of all the persons entitled to an apartment right.

M5042 Spark arresters

If the flues are connected to an open fireplace (not being a gas fire) or multi-burner, they must be equipped with effective approved spark arresters on penalty of losing the right to compensation.

M5731 Owner's interest

The so-called '(Apartment) Ownership Interest' is insured as the 'Building' on the policy. The insured is the co-owner of the building. Costs to be incurred due to damage, by a covered event, to these improvements and provisions will be reimbursed insofar as the damage is not covered under an insurance taken out in the name of the Association of Owners and moreover, insofar as the Association is not obliged to take the damage at its expense (or have it taken at its expense).

The determination of the damage is based on the amount required to make these improvements and provisions of the same type and quality or the costs of the repair if they are less.