

GENERAL TERMS AND CONDITIONS - COMFORTPLAN

Conditions model number CFP-ALG06 Powers of Attorney

The General Terms and Conditions of the Comfortplan apply to any policy taken out under the Comfortplan and, together with the terrorism exclusion conditions, the Special Terms and Conditions of Insurance and any special clauses, offer a complete picture of what our insured customer and we may expect of one another.

Where the General Terms and Conditions, terrorism exclusion conditions, the Special Terms and Conditions of insurance and any special clauses contradict one another, the terrorism exclusion conditions shall take precedence over the special clauses, the special clauses over the Special Terms and Conditions and the Special Terms and Conditions over the General Terms and Conditions.

Here and there you will come across text placed in a box. This is advice and tips from us that do not represent an element of what you and we have agreed.

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Art. 1 Definitions

In the general and special terms and conditions and the applicable clauses, the following definitions shall apply:

1. We/us
Achmea Schadeverzekeringen N.V., which with regard to your policy operates under its trading name 'Avéro Achmea';
2. You/yourself
The insured, i.e. the person who has concluded the insurance with us;
3. Insured
Besides yourself, this is any person that may derive rights from the insurance; those who belong to the group of insured persons is defined per policy and is stated in the Special Terms and Conditions under "Definitions";
4. Insurance advisor
The person mediating between you and us;
5. Comfortplan
The insurance package belonging to the insurances stated in the policy schedule;
6. Insurance
The agreement between you and us as described in the Comfortplan policy
7. Premium
 - a. Initial premium
The premium we charge you for the first time on concluding the insurance agreement and after any interim change;
 - b. Subsequent premium
Any premium owed by you not being the initial premium. Any premium owed by you following tacit renewal of the policy shall also be deemed a subsequent premium;
8. Event
An occurrence - such as, for example, damage, an accident, a dispute or claims ensuing from acts or omissions - which may give reason for an insured person to appeal to the insurance, whereby a series of related occurrences will be regarded as one event.

Art. 2 Uncertain occurrence

By means of the policy, you and we agree that we shall grant compensation if an insured person should suffer damages as the result of an event, of which it was uncertain for the insured and for us at the time of concluding the policy whether it had already occurred or would occur in the normal course of events. If the insured was aware at the moment the insurance was concluded that an event had occurred, this shall mean that the insurance shall not apply with respect to that event.

Art. 3 What the insured should do following an event

- A Prevent or minimize loss
In the event of an impending loss or a loss actually occurring, the insured must take all measures possible to prevent or

- minimize the loss.
- B Information to us or the insurance advisor
When an event has occurred that may entail obligations on us from a Comfortplan policy, the insured must notify us or the insurance advisor of same as soon as possible, whereby the insured must submit a fully completed claim form to us or the insurance advisor. The insured must also give us or the insurance advisor all written documents and other information relating to the event.
- C Cooperation
We handle settlement of the claim. The insured must give us his full cooperation and may do nothing that may harm our interests.
- D Reporting to the police
In the event of incidents whereby the insured is the victim of a crime, such as burglary, theft, vandalism, leaving the scene of an accident, assault, the insured must file charges with the police.
- E Special provisions elsewhere
The Special Terms and Conditions and any special clauses stated in the policy schedule may contain additional obligations that you and the insured may have following an event.
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Art. 4 Loss or lapsing of coverage

- A Failure to meet obligations
An insured person loses the right to compensation if he fails to meet the obligations stated in the Special Terms and Conditions and we are disadvantaged thereby. If the insured, however, can demonstrate that he was not to blame in any way, he shall not lose his right to compensation.
- B Deception
An insured person loses the right to compensation if he deliberately gives false information. Furthermore, we shall then be entitled to:
1. demand repayment of the costs of the investigation and any amounts and investigation costs already paid out;
 2. register the attempt in the warning system customary among insurers;
 3. file charges with the police.
- C Reporting after more than three years
The right to compensation lapses if an insured person fails to report an event to us or to the insurance advisor within three years after the date on which he became aware of the event.
- D Period of limitations following full or partial refusal
If we reject the claims of an insured person in full or in part following an event, the insured, insofar as he does not agree with our standpoint, must summons us within six months from the date he became aware of our standpoint. Should he fail to do so, his right to receive (further) compensation in connection with an event lapses. We shall not appeal to this period of limitations if we have failed to point it out, with its consequences, when notifying the insured of our standpoint.

It is important that you read art. 3 together with article 4.

Art. 5 Payment and refunds or premiums

- A Obligation to pay premiums
You are obliged to pay the premiums to us, which includes the costs and (where due) the insurance tax, in the case of advance payment within thirty days of these amounts falling due.
- B Consequences of default
1. If you fail to pay the initial premium at the latest on the thirtieth day after receiving the payment request, we shall suspend coverage without being required to serve further notice of default, and you may derive no rights from the insurance with respect to events that take place afterwards.
 2. If you refuse to pay a subsequent premium, we shall suspend coverage, and you may derive no rights from the insurance with respect to events that take place afterwards.
 3. If you fail to pay the subsequent premium on time we shall suspend coverage, and you may derive no rights from the insurance with respect to events that take place from the fifteenth day after we have reminded you in writing and payment has still not taken place
 4. You are obliged to pay the premium even if coverage has been suspended.
- C Default in the case of premium instalments
If you have agreed with us to pay the premium in instalments and you fail to pay an instalment within thirty days, we may demand payment of the premium for the entire year of insurance at once.
- D Collection costs
If we have to take measures to collect payment from you, both the out-of-court and the court costs shall be for you're account.
- E Restoration of coverage
Should you pay the amount demanded after the coverage has been suspended, coverage shall come into force again from the date on which the total amount, including any collection costs and the statutory interest where demanded, was received.
- F Refund of premiums
On cancellation on a date other than the annual due date for the main premium, we shall reduce the current premium equitably. Should we, however, cancel the policy because an insured person has deliberately misled us or tried to do so, we shall not refund the premium.

Art. 6 Changes of premiums and terms

- A Our right to make changes**
We shall be entitled to change the premium, the General Terms and Conditions, the terrorism restriction provisions and the Special Terms and Conditions of certain groups of policies, whereby such changes shall apply to all policies in those groups.
- B Date of change**
For every policy belonging to such a group, the change shall become effective on a date to be defined by us.
- C Your right of refusal**
We shall inform you of the change and the effective date. The change shall go into effect on the date stated unless you have notified us within one month of receipt of the notification that you do not agree with the planned change. In that case we shall cancel the policy with effect on the date stated in the notification as the date of the change.
- D Exceptions from that right**
You may not refuse a change in the following cases:
1. If the change is a result of legal regulations or provisions;
 2. If the change involves a reduction of the premium, a broadening of the coverage or both;
 3. If the change of the premium is a result of a change in the package discount.
- E Comfortplan**
Together with other policies, this policy forms part of the Comfortplan. Whenever the premium and/or the terms and conditions of one or more policies concluded within the Comfortplan change, you do have the right to refuse the change concerned but not the right to cancel the policies that do not change.
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Art. 7 Duration and end of insurance

- A Cooling off period**
You may cancel the policy in writing within fourteen days of receipt of the first policy document without penalty and without giving reasons. In this case, the insurance shall be deemed invalid from the outset.
- B Contract duration and renewal**
The effective date and contract duration of the insurance are stated in the policy schedule. At the end of the contract duration, the policy will be tacitly renewed for the same period.
- C Cancellation by you**
You may cancel the policy with effect at the end of the period stated in the policy schedule. Cancellation shall only be valid if you notify us of same in writing and give notice of at least one month. Furthermore, you may cancel the policy in writing in the following cases:
1. Within one month after an event that may lead to an obligation on us to pay out has been reported to us, or after we have made a payment based on the policy or rejected the claim. The insurance ends on the date stated in the letter of cancellation, but not before two months from the date of signature of the letter of cancellation;
 2. Within two months after we have notified you that we believe that you withheld information when entering into the policy. The insurance ends on the date stated in the letter of cancellation or, when no date is given, on the date of signature of the letter of cancellation.
- D Cancellation by us**
We may cancel the policy with effect at the end of the period stated in the policy. Cancellation shall only be valid if it take place in writing and we respect a notice period of at least two months. Furthermore, we may cancel the policy in writing in the following cases:
1. Within one month after we become aware of an insured event, or after we have made a payment based on the policy or rejected the claim. The insurance ends on the date stated in the letter of cancellation as long as this is not earlier than two months from the date of signature of the letter of cancellation, except where the cancellation is related to intent on the part of an insured person to mislead us;
 2. If you fail or refuse to pay the initial premium on time on the first premium due date, or if you fail or refuse to pay a subsequent premium, in the latter case only after we have reminded you of the expiry of the premium due date without success. The insurance ends on the date stated in the letter of cancellation as long as this is not earlier than two months from the date of signature of the letter of cancellation;
 3. Within two months after we discover that you withheld information when entering into the policy and that in doing so you acted with the intent to mislead us or if we would not have concluded the policy if we had been aware of the true state of affairs. The insurance ends on the date stated in the letter of cancellation;
 4. If an insured person has deliberately misled us in connection with an event reported to us or has tried to do so; in that case we shall be entitled to cancel not only that policy within two months of discovering the deception or the attempt thereto, but also all other insurance policies you may have concluded with us; if we do not terminate the other policies, you have the right to cancel those policies in writing yourself. We shall respect a notice period of at least two months and you must do the same if you cancel other policies based on this paragraph C4.
- E Termination without notice**
Without notice being necessary, the insurance shall end:
1. as soon as you no longer have your domicile or seat in the Netherlands; this is deemed the case if you no longer stay in the Netherlands for a period of six months;

Want to stay longer than six months outside the Netherlands but would like to maintain your insurance with us? Please contact us via your insurance advisor. We will then look at

how we may be able to accommodate you.

2. as soon as you or your heirs no longer have an insured interest.
- F Special provisions elsewhere
The Special Terms and Conditions and special clauses may contain additional provisions on the end of cover with respect to the policy concerned.
- G Moment of termination
If the insurance ends with effect on a particular date, termination takes place at 0.00 of that day.
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Art. 8 Address

Our notifications shall be deemed legally served if we sent them to the last address you have given us.

So it is important that you notify us of any change of address in good time, preferably via your insurance advisor so that he is also up to date on your new address.

Art. 9 Personal information

In the application form for an insurance policy or financial service we ask you for personal information. We use this information within the Achmea Group for acceptance of the application, fulfilment of an insurance agreement or financial service, relationship management and for the purposes of fraud prevention.

Art. 10 Applicable law and disputes

- A Applicable law
The law of the Netherlands shall apply exclusively to this insurance.
- B Internal complaints department
An insured person may first submit complaints to our internal complaints department.
- C Stichting Klachteninstituut Verzekeringen
If an insured person finds our decisions unsatisfactory, he can turn to the institute for insurance complaints, the Stichting Klachteninstituut Verzekeringen (Stichting Klachteninstituut Verzekeringen, Postbus 93560, 2509 AN Den Haag). The Insurance Ombudsman works at this independent foundation and tries to resolve complaints through mediation. Within the foundation, the insurance supervisory board, the Raad van Toezicht Verzekeringen, has the function of examining whether an insurer has spoiled the good name of the insurance sector. We regard any judgement by Raad van Toezicht Verzekeringen as binding.

The Insurance Ombudsman and the Raad van Toezicht Verzekeringen only deal with complaints from individuals and from companies whose (business) activities are in the judgement of the Insurance Ombudsman or the Raad van Toezicht Verzekeringen of such scope that the dispute is appropriate for them to deal with.

- D Competent court
Should an insured person not want to avail himself of the options for complaint handling stated above, or finds the outcome thereof unsatisfactory, he may lay the dispute before the competent court. The court in Leeuwarden is exclusively competent to adjudicate on such disputes.
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Art. 11 What is not insured?

- A Intent or recklessness
We shall not pay out for events that have occurred, been worsened or aggravated by intent or recklessness on the part of an insured person or of any other person with an interest in the payment.
- B War risk
We shall not pay out for events that have occurred, been worsened or aggravated, be it directly or indirectly, by:
1. An armed conflict, which shall be understood to mean any case where states or other organized parties fight each other, or one attacks the other, making use of military means of force. Armed conflict shall also be deemed to include the armed presence of a peacekeeping force of the United Nations;
 2. Civil war, which shall be understood to mean a more or less organized violent conflict between citizens of the same state, whereby a significant element of the population of that state is affected;
 3. Uprising, which shall be understood to mean an organized act of violent resistance within a state aimed at the public

- authority;
4. Civil commotion, which shall be understood to mean more or less organized violent acts occurring at different places within one state;
 5. Uprising, which shall be understood to mean a more or less organized, local violent movement aimed at the public authority;
 6. Mutiny, which shall be understood to mean a more or less organized violent movement by members of a single armed force aimed at the authority under which they are placed.

C Nuclear reactions

We shall not pay out if the event was caused by, occurred during or ensued from a nuclear reaction, irrespective of how this occurred. This exclusion shall not apply to events caused by radioactive nuclides located outside a nuclear installation in accordance with their intended purpose and used or intended to be used for industrial, commercial, agricultural, medical, scientific, educational or (non-military) security purposes, as long as a permit has been issued by a government body authorized to do so (where required) for the pre-manufacture, use, storage and disposal of radioactive materials. A nuclear installation shall be understood to mean a nuclear installation as defined in the [Netherlands] Act on Nuclear Accident Liability (Wet Aansprakelijkheid Kernongevallen (Staatsblad 1979-225)), as well as a nuclear installation onboard a ship.

Note: The Special Terms and Conditions include further exclusions.

Art. 12 Terrorism restriction

Where an insured event has occurred and you have coverage for such event under the applicable terms and conditions of insurance, that coverage shall be deemed restricted if the event is directly or indirectly associated with the terrorism risk. Our obligation to pay out for your claim to compensation or payment is in that case limited to the amount that we receive for your claim from the Netherlands reinsurance association for terrorism losses (Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V. (NHT)). The coverage is described in the terms and conditions of terrorism restrictions. Claims based on the terrorism risk are processed in accordance with the protocol on processing claims of the Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden N.V.

You can find the full text of the protocol on processing claims and an explanation of the protocol on processing claims at the website www.terrorisemeverzekerder.nl, or request it from us or your insurance advisor.