

## Glass Insurance Conditions – 70 C

These conditions are as accurate a translation as possible of the *Voorwaarden glasverzekering 70 C*.

In the event of a difference of interpretation between the English and Dutch texts, the Dutch text will prevail.

### Article 1: Extent of the cover

1. In so far as it serves to allow the passage of light and belongs to the building the glass described in the policy is insured against breakage however it may be caused, subject to the exceptions referred to in paragraphs 3 and 4 of this article and to the provisions of article 2. Also insured are the costs of fitting the glass, in so far as the panes can be fitted in a normal manner and without measures that entail extra costs.
2. Where damage is covered the insurer shall also reimburse the costs of a makeshift replacement made of wood or board, provided that this is made with its approval.
3. Unless specifically stated otherwise or it is evident from the premium, this insurance does not relate to curved glass, special processed or manufactured glass, leaded (copper) lights, processed glass and any other special types of glass, and glass in windguards, fencing etc. and horizontal glass.  
The maximum compensation for damage to stained, decorated, etched and bent glass in dwellings is € 500,-.
4. The cost of decorations, text, painting and so forth on the window panes is not covered.

### Article 2: Exclusions

Excluded from the insurance is loss or damage which:

1. already existed at the time the policy was taken out or which is intentionally caused by the insured or caused with the approval of the insured;
2. is caused by moving, changing, processing or decorating the glass, during work on the rabbet or frame or during the construction of additions to or the refurbishment or repair of the building or part thereof;
3. is caused by fire, explosion, natural disasters, war and similar risks and nuclear reactions;
4. is caused by neglect, wear and tear or inherent defect;
5. is caused when the building concerned is empty or not in use.

### Article 3: Change in the risk

The policyholder is obliged to give the insurer notice as quickly as possible, but in any event within fourteen days, of every important change in the risk. This shall be deemed to include the complete or partial change of the permitted use of the premises. After being notified of the change the insurer may adjust the premium in a reasonable manner or terminate the insurance. The policyholder has the right to refuse the adjustment, after which the insurance ends. If no mention is made of the said changes, the cover shall be automatically deemed to have been suspended.

### Article 4: Premium

1. The policyholder shall pay in advance any premium, costs and insurance tax within 30 days of the date on which they become due, failing which the obligations of the insurer will lapse with effect from the first day of the risk period to which the amount relates, without prejudice to the obligation of the policyholder to make payment and without any notice of default being required. If the amount owed is received and accepted after all by the insurer, the insurer's risk shall start again the day after.
2. Premium shall be refunded only if:
  - (a) after a change in the risk as described in article 3, the policyholder does not agree to the premium adjustment or the insurance is terminated by the insurer;
  - (b) the insurance lapses as a result of the provisions of article 6 (2);
  - (c) the policyholder does not accept the adjustment of the premium and conditions as referred to in paragraph 4 of this article.
3. To make provision for changes in the price of glass and/or the fitting costs after the date on which the policy takes effect, the premium shall be increased or reduced at intervals of twelve months in accordance with the latest index number for building costs calculated by the Central Statistical Office (CBS).
4. If the insurer adjusts the premium – other than as referred to at paragraph 3 of this article - and/or the conditions for insurances such as the present one it shall be entitled to apply the adjusted premium and/or conditions to this insurance with effect from the first premium due date after introduction of the adjustments. The policyholder shall receive written notice of this adjustment, for example on the receipt for the premium.

### Article 5: Damage

1. The insured may arrange for damage to plate glass of up to € 250,-. (incl. fitting costs) to be repaired by the fitting of glass of the same quality without the prior consent of the insurer. The fully completed claim form, together with the invoice, should be sent immediately thereafter to the insurer, after which the amount will be refunded in accordance with the provisions of paragraph 4 of this article
2. In the event of damage in excess of € 250,-. (incl. fitting costs) the insured shall be obliged to report this to the insurer in writing within three days by means of a fully completed claim form specifying all particulars and also to recover the damage from third parties. Reimbursement shall be effected either by fitting of glass of the same quality or in cash, but in both cases subject to the provisions of paragraph 4 of this article.

3. If the glass is not fitted in the normal way or cannot be supplied in kind, the insurer shall reimburse the last price of the glass in question noted before the damage plus the normal fitting costs, subject to the provisions of paragraph 4 of this article.
4. The insurer has the right to pay compensation in cash if the sum of the price of the glass and the fitting costs is more than 25% higher than the costs generally applicable on the date of entry into effect or on the most recent renewal date of this policy in accordance with article 4, paragraph 3. The payment shall in this case never exceed 125% of the sum of the price of the glass and the fitting costs at the date of entry into effect or the renewal date as referred to above.
5. Every right to compensation shall lapse:
  - (a) if the insured intentionally provides incorrect information;
  - (b) if the insured does not fulfil the obligation imposed upon him in this policy;
  - (c) if a legal action has not been instituted within a year of the date on which the compensation is refused by the insurer;
  - (d) if the notification of a claim occurs more than 2 years after the occurrence.

#### Article 6: Term of the insurance

The insurance shall start on the date referred to in the schedule or, if later, when the glass has been properly fitted, and shall end:

1. on the contractual date of expiry if notice of termination has been given by one of the parties to the other party by registered letter no later than three months before this date;
2. if the insurer has terminated the insurance after a claim, which it is entitled to do no more than 30 days after the settlement of a claim, provided it gives 30 days' notice;
3. in the event of transmission of title as soon as the insured or – in the event of his death – his heir ceases to have an interest in the insured glass;
4. if a change as referred to in article 3 is not notified to the insurer within 14 days.

#### Article 7

Notifications sent by the insurer to the address of the policyholder last notified to him shall have binding effect.

*The personal data supplied when an insurance policy is applied for or altered will be processed by AVÉRO / Achmea for the purpose of entering into and executing insurance contracts and/or providing financial services and managing the resulting accounts, including preventing and combating fraud and executing activities intended to increase the customer base.*

*The processing of personal data is governed by the 'Insurance Industry Personal Data Processing' Code of Conduct. This code sets out the rights and duties of the parties to the processing of personal data.*

*The full text of the code can be obtained from the information centre of the Association of Insurers (Verbond van Verzekeraars), P.O. Box 93450, 2509 AL The Hague, telephone: +31 (0)70 3338 777, website: [www.verzekeraars.nl](http://www.verzekeraars.nl).*

*This insurance is governed by Dutch law. Complaints relating to the contract of insurance may be addressed in writing to the Executive Board (directie) of AVÉRO / Achmea and/or the Insurance Complaints Institute (Klachteninstituut Verzekeringen), P.O. Box 93560, 2509 AN The Hague.*

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