

**Extra Extended Household Policy Conditions
- Home Contents 14 E**

These conditions are as accurate a translation as possible of the *Voorwaarden extra uitgebreide inboedelverzekering 14 E*.

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

Article 1: Definitions

The insured is:

the policyholder and/or the natural person or legal entity referred to as such in the policy in so far as he has an interest in the preservation of the insured goods.

The insurer is:

Avero Achmea Schadeverzekeringen N.V.

An occurrence is:

an event that gives rise to the loss or damage or a series of interrelated events that have the same cause and give rise to the loss or damage.

Home contents are:

all movables belonging to a private household of the insured and the persons living with him in the context of a lasting family relationship; such movables include bicycles, mopeds, light mopeds (*zoem- en snorfietzen*), aerials, sun-blinds and an employee's tools of his trade.

The following do not constitute household goods:

- (a) money, valuable papers and payment cards;
- (b) unprocessed precious metals and unset gemstones;
- (c) goods for the purposes of a trade, profession or business (with the exception of an employee's tools of his trade);
- (d) motor vehicles (with the exception of mopeds and light mopeds (*zoem- en snorfietzen*)), vessels, caravans and trailers as well as spare parts and accessories;
- (e) livestock.

Money and valuable papers are:

coins and banknotes in either Dutch or foreign currency that constitute legal tender and also

paper that has a cash value or represents a certain sum in cash such as shares, securities, bills of exchange, gift vouchers, savings cards, multi-section public transport tickets and electronic wallets (*chipknip/chipper*).

Personal jewellery is:

jewellery, including watches, made to be worn on the person and consisting wholly or partly of precious or other metals, gemstones, minerals, ivory, coral (particularly red coral) or other similar substances, as well as pearls.

Audio, visual and computer equipment is:

all sound, receiving, transmitting and image equipment such as radios, gramophones and compact disc players, television sets, video cameras, tape, cassette and video recorders, as well as all kinds of computer equipment such as micro and games computers, all of the above including the usual peripheral equipment and other aids and media such as records, tapes, compact discs, cassettes, speakers, monitors, disc drives and printers.

A dwelling is:

the building (or part of a building) described in the policy and occupied by the insured and the appurtenant structures and private storage areas belonging to it and used by the insured.

The tenant's interest is:

the alterations and improvements made to the dwelling for the account of the tenant, for example the installation of central heating, kitchen equipment, sanitary ware, panelling, parquet and tiled floors, whitewash, painting, wallpaper, sheds and fences.

Occupied:

a building (or part of a building) is deemed to be occupied if someone is, as a rule, lawfully present both during the day and at night in the building (or part of the building) where the contents are located.

New-for-old value is:

the sum necessary to purchase new goods of the same type and quality.

Actual cash value is:

the new-for-old value minus a sum for depreciation due to ageing and/or wear and tear.

Market value is:

the price of the goods if sold to a willing buyer.

Forcible entry is:

entrance gained illegally by breaking and causing visible damage to locks.

Robbery is:

the use of violence to remove goods from a person's possession with a view to unlawful appropriation.

Extortion is:

the use of threats of violence to compel a person to surrender goods with a view to unlawful appropriation.

Big cities:

the following cities are deemed to be "big cities" for the purpose of these conditions:

Amsterdam	postcodes: 1000-1109
The Hague	postcodes: 2500-2599
Rotterdam	postcodes: 3000-3099
Utrecht	postcodes: 3500-3599

Article 2: Extent of the cover

The insurance shall cover material loss of or damage to the home contents unexpectedly caused by:

- (a) fire, adjacent fire and extinguishing of fire (see the further definitions);
- (b) singeing, scorching and melting as a result of heat radiated by a burning, glowing or hot object or of contact therewith: excess (deductible) of € 50,— per occurrence;
- (c) smoke and soot suddenly ejected by a heating system connected to a discharge flue;
- (d) lightning strike and damage to electrical or electronic equipment/systems by overvoltage or induction due to a lightning discharge;
- (e) explosion (see the further definitions), but without prejudice to the provisions of article 5, regardless of where the explosion may have occurred;
- (f) any defect or inherent vice in so far as it concerns material damage or loss caused by fire and/or explosion;
- (g) theft, extortion or robbery (either attempted or otherwise) and destruction or damage as a result of such an occurrence:
 1. in the occupied dwelling by someone who has gained entry illegally; insured contents that are missing are deemed to have been stolen if a prima facie case of theft is made out;

2. in appurtenant structures and other private storage areas of the dwelling; if there is no evidence of forcible entry, the maximum cover is € 1.000,— per occurrence;
3. in communal areas only if the perpetrators have gained forcible entry to the building in which the dwelling is situated;
4. in the garden or on the balcony of the dwelling, but only as regards garden furniture, flag poles and washing; the maximum cover is € 500,— per occurrence.

The maximum cover in the case of personal jewellery is € 2.500,— per occurrence, unless it is evident from the policy that another sum has been insured for this purpose. If the home contents are also covered by one or more insurance policies taken out elsewhere, the maximum cover will be reduced in proportion to the sums insured. If the insured shares a household with persons other than in the context of a lasting family relationship, damage or loss shall be covered only if there has been forcible entry into the dwelling or part of the dwelling where the contents are located; storm and wind, which is deemed to mean a wind speed of at least 14 metres a second;

- (h) water and/or steam which, as a result of bursting caused by frost, leakage, blockage or other sudden defect, unexpectedly flows or overflows from:
 - (a) water pipes located inside or outside the building and/or drainage pipes connected to equipment, systems and sanitary ware;
 - (b) central heating systems;
 - (c) sewage pits;
 - (d) aquariums; the damage to the aquarium itself and its contents is also covered;
 - (e) water-filled seats and mattresses (e.g. a water bed);

2. water that has overflowed from the equipment, systems and sanitary ware referred to in 1 (a);
- (j) precipitation (i.e. rain, snow, hail and meltwater) that has unexpectedly penetrated the building;
(j) does not include cover for:
1. loss or damage caused by precipitation entering through open windows, doors, hatches or broken window panes;
 2. loss or damage caused by ground water, unless this has penetrated the dwelling through discharge pipes and equipment and systems connected to them;
 3. loss or damage caused by seepage of moisture through walls or by structural defects of the building;
- (k) breakage of glass table covers, mirrors and window panes; the glass itself is not covered under the policy;
- (l) aircraft (see the further definitions);
- (m) oil, provided that it unexpectedly flows from a heating system connected to a discharge flue and the pipes and/or tanks inside the dwelling;
(m) does not include: cover for damage or loss caused by or during the filling or transport of tanks;
- (n) disturbances in connection with strikes and/or riots and civil commotion and the measures taken to deal with them (see the further definitions);
- (o) collision by a vehicle or vessel and the cargo that has fallen from such a vehicle or vessel;
- (p) fallen trees;
- (q) spoilage caused by the fact that a refrigerator or freezer is out of operation; maximum cover is € 250,— per occurrence;
- (r) vandalism, provided that it is committed by a person who has illegally gained entry to the dwelling;
- (s) every occurrence other than as mentioned in article 2 (a)-(r) that causes sudden and unexpected damage; the excess (deductible) is € 50,— per occurrence.

Article 3: Extra cover

- (a) In the case of an insured occurrence the following shall be borne by the insurer in addition to the insured sum:
1. the salvage costs (see the further definitions);
 2. the salary and costs of the adjusters and the experts consulted by them, who are responsible for assessing a claim, but in the case of adjusters and experts appointed by the policyholder up to a maximum of the salary and costs of the adjuster and experts appointed by the insurer; and, furthermore, up to a maximum of 10% of the insured sum for points 3-9 below for each part separately;
 3. the costs of removing debris (see the further definitions);
 4. the extra costs of accommodation elsewhere in so far and for as long as this is necessary;
 5. the costs of transporting the home contents to and from a warehouse and storing there in so far and for as long as this is necessary;
 6. the costs of repairing landscaping, plants and paving belonging to the garden of the dwelling described in the policy where damage has been caused by an occurrence as defined in article 2 at (a), (c)-(e) and (l)-(o), and furthermore as a result of objects blown into the garden from outside by a storm; these costs will be covered in so far as they cannot be recovered under a buildings insurance;
 7. the costs of repairing and replacing the tenant's interest as a result of an occurrence defined in article 2, in so far as the dwelling defined in the policy is not the property of the

- insured and the damage should not be borne by the owner of the dwelling; an excess (deductible) of € 150,— per occurrence applies to the tenant's interest outside the dwelling in the case of storm damage;
8. the damage to the dwelling caused by burglary or attempted burglary in so far as the repair is the responsibility of the insured as tenant of the dwelling defined in the policy;
 9.
 - (a) the costs of tracing the defect and of demolition and repair work to walls, floors and other parts of the dwelling if damage to the home contents is caused by water and/or steam as referred to in article 2 (i);
 - (b) the costs of repairing pipes, fittings and systems, even in the case of bursting caused by frost.

The above-mentioned costs are covered in so far as they are borne by the insured as tenant of the dwelling defined in the policy and are not covered by another insurance;
 10. the other necessary costs, provided that they are adequately proven by the policyholder, up to a maximum of € 2.500,— per occurrence.
- (b) In addition to the insured amount the insurer shall also bear the following on the same conditions:
1. injury to small pets up to a maximum of € 500,— per occurrence;
 2. damage to vessels and trailers and to separate parts and accessories of motor vehicles, caravans, trailers and vessels, in so far as they are for private use and provided that they are

- present in the dwelling of the insured or private storage areas thereof, up to a maximum of € 1.000,— per occurrence;
3. money and valuable papers belonging to the private household of the insured, including money and valuable papers of third parties in the possession of the insured and present in the occupied dwelling, up to a maximum of € 1.250,— per occurrence. In the case of theft, payment cards issued and guaranteed by a bank established in the Netherlands shall be equated with money and valuable papers if such theft is followed by the unlawful withdrawal of funds or payments made using these cards, in so far as the resulting damage is not borne by the bank. Also insured is the unwitting acceptance of counterfeit money or uncovered negotiable instruments up to a maximum of € 1.250,— per occurrence;
 4. damage to the home contents of third parties that are in the dwelling, in so far as they are not insured elsewhere, up to a maximum of € 1.500,— per occurrence.

Article 4: Extent of coverage

The home contents are insured:

- (a) if they are in the dwelling referred to in the policy or in adjacent or appurtenant buildings, against the occurrences described in article 2;
- (b)
 1. during removal and transport to and from a place of repair or storage, against loss or damage arising as a result of an accident involving the means of transport or as a result of the breakage of any winching equipment or as a result of falling out of the hoist or sling;

2. during removal, against theft of the home content packed in crates, trunks and boxes and against theft from vehicles provided that the theft was accompanied by prior forcible opening of these objects or vehicles, which were properly fastened. This cover shall be up to a maximum of 10% of the insured sum;
- (c) if they are temporarily located (i.e. for a maximum of three consecutive months) elsewhere in the Benelux:
1. in an occupied dwelling, against occurrences as defined in article 2;
 2. in other buildings, against occurrences as defined in article 2 (a) – (r), but only in the case of theft and vandalism following forcible entry into the building;
 3. other than in buildings, against occurrences as defined in article 2 (a), (b), (d) and (l) and as a result of robbery and extortion.
- The maximum amount of this cover is 10% of the insured sum;
- (d) if they are temporarily located (i.e. for a maximum of three consecutive months) elsewhere in the world, against occurrences as defined in article 2 (a), (d) and (l). The maximum amount of this cover is 10% of the insured sum;
- (e) against theft - provided that there is demonstrable evidence of forcible entry - from properly locked cars (not trailers) in the Netherlands, up to a maximum of € 250,- per occurrence. This cover also applies in Belgium, Luxembourg and Germany during a trip of not more than 24 hours from the Netherlands.

Article 5: Exclusions

- (a) Excluded from the insurance is loss or damage caused by or arising from:
1. war and similar risks, nuclear reactions, flooding, earthquakes and volcanic

- eruptions (see the further definitions);
2. confiscation, nationalisation, seizure, destruction or damage by or on the instructions of any government body;
 3. poor or overdue maintenance.
- (b) Without prejudice to the exclusions and limits of coverage referred to in this article and elsewhere in the policy, loss or damage is also excluded in relation to article 2 (s) if:
1. caused by vermin, insects, fungi, bacteria, viruses and other micro-organisms;
 2. caused by repair work, extension or refurbishment work, structural defects, subsidence and/or collapse of the dwelling;
 3. caused by animals that are kept by the insured or by a member of the same household or that were admitted by such person(s);
 4. caused by any defect, inherent vice, wear and tear and/or gradual influences with regard to the goods themselves;
 5. caused by or occurring during the use of inks, oils (except in the case referred to in article 2 (m)), greases, paints, caustic substances etc.;
 6. affecting goods that, at the time when the loss or damage occurs, are being adapted, treated, used, applied, moved or cleaned;
 7. caused by or occurring in connection with soil, air or water pollution.

Article 6: Obligations in the case of loss or damage

As soon as an insured becomes aware of an occurrence that may give rise to a duty on the part of the insurer to pay compensation, he shall be obliged:

- (a) immediately to inform the insurer;
- (b) to provide the insurer as quickly as possible with the duly completed and

- signed claim form supplied by the insurer;
- (c) to co-operate fully with the insurer and to refrain from doing anything that could harm the interests of the insurer;
- (d) where the loss or damage is the result of theft, burglary or vandalism, to report the matter to the police without delay; the proof that the matter has been reported should be handed to the insurer.

The statements made or yet to be made by the insured, whether orally or in writing, shall serve to determine the extent of the loss or damage and the right to payment. Every right to compensation shall lapse if the insured intentionally supplies incorrect particulars or does not fulfil the obligations referred to in the conditions or does not do so in good time. A claim for compensation shall in any event be time-barred if the claim is not notified within three years of the moment when the insured became aware – or could have become aware – of the occurrence that may give rise to a duty on the part of the insurer to pay compensation.

Article 7: Claim settlement

- (a) The amount of the loss or damage shall be determined in mutual consultation or by an adjuster appointed by the insurer, unless it is agreed that it will be determined by two adjusters, one appointed by or on behalf of the insurer and the other by the insured.
- (b) In the latter case, the two experts shall, before starting their work, together appoint a third expert who, in the event of their failure to reach agreement, will determine by way of binding ruling the amount of the loss or damage within the limits of the two assessments and after hearing or properly calling the two experts.
- (c) If the two experts are unable to agree on the appointment of a third expert, the appointment shall be made, at the request of the first party to so apply, by the president of the Chamber of Commerce and Industry in Amsterdam, such appointment being binding on both parties. The party making the request shall give the other party notice of this.

- (d) The adjusters are entitled to be assisted by other experts if they consider this to be necessary in order to obtain the requisite information.
- (e) In so far as the amount of the loss or damage is not determined in mutual consultation, an assessment prepared by the adjuster(s) shall serve as exclusive proof of the extent of the loss or damage.
- (f) The insurer cannot be deemed to have acknowledged liability for the payment of compensation simply because it has co-operated in the determination of the amount of the loss or damage.
- (g) In the event of loss or damage, the insured may not relinquish ownership of the insured goods in favour of the insurer.

Article 8: Extent of the loss or damage

The assessment made by the adjuster(s) shall indicate as the amount of the loss or damage the difference between the new-for-old value of the damaged goods immediately before the occurrence and the remains of the goods immediately thereafter. Both values must be evident in the assessment. If the damaged item of goods is, in their view, capable of being repaired the adjusters shall determine the repair costs immediately after the occurrence and determine the depreciation not eliminated by the repair. The compensation is determined on the basis of the actual cash value of:

- (a) goods that are no longer used for the purpose for which they were intended;
- (b) mopeds, light mopeds, vessels, trailers, spare parts and accessories of vessels, trailers and caravans, as well as aerials and sun-blinds;
- (c) goods the actual cash value of which is less than 40% of the new-for-old value.

In the case of art, antiques and collections, the compensation is determined on the basis of the market value. If the damaged goods can be repaired, the insurer will reimburse the costs of repair and any depreciation caused by the occurrence and not fully eliminated by the repair. However, the amount of the compensation shall never exceed the new-for-old value of the goods concerned.

Article 9: Compensation

The compensation for loss or damage and costs shall be paid within 4 weeks of the date on which the insurer has received all necessary documents relating to the loss or damage. If the insurer considers that it is not obliged to pay compensation and costs, it shall notify the policyholder of this in writing as quickly as possible.

Article 10: Underinsurance, indexation and other policies

- (a) If it transpires in the event of loss or damage that the insured amount is lower than the value used as the basis for determining the extent of the loss or damage, the compensation paid shall be the same proportion as the insured sum bears to the value immediately before the occurrence. This limitation does not apply to adjustment costs as defined in article 3 at a.2.
- (b) If, however, the policy shows that this insurance is index-linked and, in the event of loss or damage, it is discovered that the value of the home contents is higher than the insured sum as fixed on the last premium due date in accordance with the index number, the insured sum shall be increased by a maximum of 25% for the purpose of the claim settlement.
- (c) If it transpires when the loss or damage occurs that the home contents are also covered by one or more insurances taken out elsewhere and the aggregate amount of all the insurances exceeds the value of the home contents, the amount deemed to be insured in this policy shall be deemed to be reduced in proportion to the aggregate amount of the insurances and the value of the contents, without this giving rise to any reduction or repayment of premium.
- (d) The provisions of (c) above shall also apply if the said insurances have been taken out in different policies on different days. In so far as the other insurance(s) is/are older and contain(s) no provision as referred to in (c), the provisions of article 277 of the

Commercial Code, in particular that the oldest insurance takes precedence, shall apply in full.

- (e) The insurer shall not pay compensation in so far as a damaged item of goods is covered by special insurance elsewhere.

Article 11: Familiarity and appurtenances

The insurer declares that, on the basis of the information received by it in the application form, it is sufficiently familiar at the start of the insurance with the location, type of construction and use of the dwelling defined in the policy and the appurtenances. In the absence of an application form, the description of the risk in the policy shall be deemed to come from the policyholder.

Article 12: Alteration of the risk and removal

The policyholder is obliged to give the insurer written notice as quickly as possible, but in any event within two months, of every important change in the risk, including in any event:

- (a) a change in the type of construction, roofing or use of the dwelling;
- (b) if the dwelling is left unoccupied for a continuous period that is expected to exceed 2 months;
- (c) removal of the insured contents to another address.

If one of these changes should occur – with the exception of a change as described above under (a) or under (c), if the contents are moved to a dwelling of the same type of construction and use as described in the policy – this insurance shall, subject to the existing exclusions and limits on cover, henceforth provide cover only against the occurrences defined in article 2, at (a) (d)-(f), (h) and (l). After receipt of the notification of change of risk, the insurer shall inform the policyholder whether the insurance will be continued unchanged or whether the premium and/or conditions will be reviewed. If no agreement is reached with the policyholder on this matter, the insurance shall be terminated by the insurer, subject to 30 days' notice. Every right to compensation shall lapse if the policyholder has not given the insurer written notice of a change as referred to above or has not done so in good time. The obligation to pay

compensation is not limited by a change in the type of construction or the use of the appurtenances.

Article 13: Transfer of ownership

If ownership of the home contents is transferred, the insurance shall remain in force for 30 days or until the new owner has taken out insurance elsewhere, whichever is the earlier date. The insurance may be renewed after this period only if the insurer declares in writing that it will continue the insurance. In the case of a transfer of ownership as a result of the death of the policyholder the insurance shall remain fully in force unless the new owners terminate the insurance within three months of the death. Application of the provisions of this article cannot result in continuation of the insurance for longer than would have been the case without the transfer of ownership.

Article 14: Payment of premium

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. The cover shall take effect again only for occurrences that take place after the day on which the amount owed is received and accepted. For this purpose the amount owed is deemed to include any interest and both the judicial and extra-judicial costs of collection. If the policyholder remains in default, the insurer shall be entitled to terminate the insurance for non-payment.

Article 15: Change of premium and/or conditions

If the insurer changes the premium and/or the conditions for insurances such as the present one it shall be entitled to apply the changed premium and/or conditions to this insurance with effect from the first premium due date after introduction of the change(s). If the insurer exercises this right, the policyholder shall receive written notice of this. Within 30 days of receiving the notice from the insurer the

policyholder has the right to refuse the adjustment in writing if it results in a higher premium and/or limitation of the conditions.

Article 16: Indexation

If provision is made for this in the policy, the insured sum and, accordingly, the premium too shall be increased or reduced annually as of the premium due date in accordance with the last index number calculated by the Central Bureau of Statistics for home contents.

Article 17: Refund of premium

Upon termination of the insurance other than owing to the bad faith of the policyholder, the policyholder shall be entitled to repayment of the premium in respect of the period during which the insurance was not in force.

Article 18: Termination of the insurance

The insurance shall end:

- (a) at 12 noon on the contract expiry date if either party has given the other written notice of termination of the insurance no later than 3 months before this date;
- (b) on the premium due date after the insurer has changed the conditions of insurance and/or the premium in accordance with article 15 and the policyholder has refused in writing within the prescribed period to agree to the change; if the refusal by the policyholder takes place after the relevant premium date, the insurance shall end at the time of the refusal;
- (c) if, in the event of a change of risk, the insurance cannot be continued unchanged and no agreement about this can be reached with the policyholder, in which case 30 days' notice of termination must be given;
- (d) as soon as the policyholder or his heirs cease to have an interest in the home contents and also lose the actual control over them. The policyholder or his heirs are obliged to give the insurer written notice of this as quickly as possible, but in any event within 14 days;
- (e) by termination by the insurer for non-payment;

- (f) by termination by the insurer in the case of loss or damage, provided that the insurer does so within no more than 30 days after the settlement of such claim, and provided that a period of 30 days' notice is given.

Article 19: Expiry date

Every right to compensation resulting from this insurance shall lapse if no legal proceedings have been instituted against the insurer within 1 year of the written final decision of the insurer.

Article 20: Further definitions

Fire

Fire shall be deemed to mean a fire that is caused by combustion and accompanied by flames, other than in a hearth, and that is capable of spreading under its own power. For example, the following are not therefore deemed to be a fire:

- (a) singeing, scorching, melting, charring and sweating;
- (b) burning out of electric equipment and motors;
- (c) overheating, burning out and bursting of ovens and boilers.

Damage or loss caused by fire shall be deemed to include damage or loss caused by adjacent fire, by the extinguishing of the fire, by destruction ordered by the authorities in the case of fire, by salvage work and by theft and if the goods are lost during the fire or salvage work.

Explosion

Loss or damage due to explosion is deemed to mean total or partial destruction immediately caused by a sudden and violent release of energy from gases or vapours, subject to the following provisions:

If the explosion has originated inside a vessel – whether closed or otherwise – the requirement of a sudden and violent release of energy shall be deemed to be fulfilled if pressure of the gases and vapours contained therein (irrespective of how these gases or vapours have developed and irrespective of whether they were present before the explosion or developed only during the explosion) cause such a rupture in the wall of the vessel that the pressures inside and outside the vessel are suddenly equalised as a result of the escape of the gas, vapour or liquid through the

opening caused by such rupture. If this is not the case or if the explosion originated outside a vessel, the sudden and violent release of energy must have been the direct result of gases or vapours developed or expanded by a chemical reaction of solid, liquid, gaseous or vaporous substances or of a mixture thereof. If other insured goods are wholly or partially destroyed as a result of explosion, the cover under this policy extends to the loss of or damage to the insured goods that must be attributed to the destruction. If other goods are wholly or partially destroyed as a result of explosion, the cover under this policy extends to the loss or damage that must be deemed a consequence of the proximity of such destruction.

The text of this clause and the explanatory notes were deposited at the Registry of the District Court of Utrecht on 5 April 1982, under number 275/82.

Aircraft

Loss or damage due to aircraft is deemed to mean loss or damage as a result of being struck by an aircraft or spacecraft that is taking off, landing or falling, by a projectile, explosive or other object that is attached to such a craft and has become detached from it or has been thrown or has fallen from it, or by any other object that has been struck by any other object mentioned above, without prejudice to the provisions regarding war and similar risks.

Disturbances in connection with strikes and/or riots and civil commotion

Strikes are deemed to mean the non-performance or only partial performance of work by a group of employees in a business who refuse to carry out instructions legitimately given by the employer. Riots and civil commotion are deemed to mean one-off manifestations of violence.

Salvage costs

Salvage costs are deemed to mean the costs of preventing or mitigating further loss or damage.

Debris removal costs

Debris removal costs are deemed to mean the costs of removing and/or demolishing the insured goods in so far as these costs are not already included in the assessment of the loss or damage and such work is a necessary

consequence of an insured occurrence. The amount of these costs shall be determined by the same adjusters who have determined the amount of the other loss or damage.

War and similar risks

War and similar risks giving rise to loss or damage shall be deemed to mean:

- (a) **Armed conflict:**
armed conflict is deemed to be every case in which States or other organised parties fight one another using military equipment or in which in any event one State or party attacks another; armed conflict is deemed to include action by a peacekeeping force of the United Nations.
- (b) **Civil war:**
civil war is deemed to mean a violent and to some extent organised struggle between the inhabitants of the same State, in which a substantial proportion of the inhabitants of that State are involved.
- (c) **Insurrection:**
insurrection is deemed to mean organised violent resistance within a State and directed against the authorities.
- (d) **Internal disturbances:**
internal disturbances are deemed to mean violent and to some extent organised action at various places within a State.
- (e) **Revolt:**
revolt is deemed to mean violent and to some extent organised local action directed against the authorities.

- (f) **Mutiny:**
mutiny is deemed to mean violent and to some extent organised local action by members of an armed force against the constituted authority.

The six war and other risks referred to above and their definitions are part of the text of the Association of Insurers (*Verbond van Verzekeraars*) lodged at the Registry of the District Court of The Hague on 2 November 1981.

Nuclear reactions

Nuclear reaction is deemed to mean every nuclear reaction in which energy is released, for example nuclear fusion, nuclear fission and artificial and natural radioactivity.

Flooding

Flooding is deemed to mean inundation caused by water breaching or submerging dikes, quays, locks or other dams, regardless of whether the flooding is the cause or the result of an insured occurrence. This exclusion does not apply to fire or explosion caused by flooding.

Earthquake and volcanic eruption

Loss or damage due to earthquakes or volcanic eruption is deemed to mean loss or damage occurring either during the period in which the consequences of an earthquake or volcanic eruption have manifested themselves or during a period of 24 hours thereafter in or near the place where the insured goods are located, unless the insured can prove that the loss or damage is not attributable to one of the said phenomena.

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.

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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