

klap  
no risk

# **Terms and conditions event insurance**

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KNR0122EV

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# 1. Important preliminary information

## 1.1 What is event insurance?

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Event insurance protects you from the financial impact of losses related to the organisation of an *event*.

Event insurance may be comprised of the following sections:

- Cancellation
- Profit/loss of revenues
- Liability
- Equipment
- Cash money
- *Personal accidents*

Your policy specifies which of these sections are covered.

## 1.2 Contents of these Terms and Conditions and contents of the policy

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The insurance includes the following components:

- the policy;
- the rider forming part of the policy;
- these Terms and Conditions.

The Terms and Conditions explain what is and is not covered and what implications this will have in the event of a claim. At the end of this document, you will find all other terms and conditions applicable to this insurance agreement – we refer to this as the ‘general provisions’.

Your policy contains terms and conditions that apply specifically to your insurance, e.g. the *event* you have insured and which sections, *sums insured*, *excesses (deductibles)* and clauses apply. If there are any inconsistencies between these Terms and Conditions and the contents of your policy, the terms of your policy will prevail.

Please note: the policy, Terms and Conditions and clauses may contain prevention requirements. It is important that you check whether you fulfil these prevention requirements. If you do not comply with these requirements, this may affect your entitlement to compensation. If you are unsure whether you comply, please contact your insurance advisor.

## 1.3 Why are certain terms italicised?

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You will find that certain words in these Terms and Conditions are italicised – you will find definitions of these terms in the glossary at the end of this document.

## 1.4 Who does ‘you’ and ‘we’ refer to?

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Any references to ‘you’ in these Terms and Conditions or your policy refer to the *policyholder*, while ‘we’ refers to Klap No Risk. When referring to the insurer bearing the insurance risk, we use the term ‘insurer’.

## 1.4 Prevailing language

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These terms and conditions are translated from Dutch. In case of any discrepancies between the Dutch and the English text, the Dutch version is to be given priority of interpretation.

## 2. What is covered under the insurance plan?

The insurance consists of several different sections. Your policy specifies which of these sections is/are covered.

### 2.1 Cancellation

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This cover only applies if this is stated in your policy document. If you incur costs or expenses as a result of the *cancellation*, postponement, interruption, rescheduling, relocation, abandonment or curtailment of your *event*, the attendant costs will be covered under the insurance policy, unless otherwise stated in your policy. When applying for your insurance, you are required to provide us with a budget estimate if your *sum insured* is in excess of €100,000.

#### Who are the insured parties?

The *insured party* refers to you as the organiser, operator, or stakeholder in the *event*.

#### What does your insurance cover?

You are covered for any expenses you necessarily incurred and any additional expenses you might incur as a result of being required to cancel, postpone, interrupt, reschedule, relocate, abandon or curtail your *event* due to an *occurrence* beyond your control or if the building or site (including outdoor sites) can no longer be used to hold the *event*. You should bear in mind that any income or cost savings related to any of these causes will be deducted from your compensation. If the *event* was held in a partial capacity, the costs will be reimbursed on a prorated basis. *Occurrences* beyond your control include, but are not limited to, *national days of mourning*, and forced loss of visitors from a common cause of at least 25 per cent which is solely and directly attributable to an *occurrence* insured by your policy.

If *cancellation*, postponement, interruption, rescheduling, relocation, abandonment or curtailment of the insured *event* can be prevented by incurring certain costs, these costs are covered under this insurance policy.

*Cancellation* due to *weather conditions* and *non-appearance* are only covered if this is specified in your policy.

#### Cancellation fees

If it is clear prior to the start of the *event* that the *event* is definitely cancelled, the following costs will be eligible for compensation:

- any costs incurred and/or payable as part of the *event*;
- costs related to the *cancellation*, including any costs incurred to cancel previously made arrangements.

#### Costs in the event of postponement, interruption, rescheduling, relocation and curtailment

If the *event* is postponed to a later date, or must be interrupted (after the *event* has already started), rescheduled, relocated or curtailed, the following expenses will be eligible for compensation:

- expenses you incurred in vain (wholly or partially);
- expenses related directly to the postponement, interruption, rescheduling, relocation or curtailment;
- any additional expenses which must be incurred in order for the *event* to be held at a later date.

#### Expenses related to abandonment

If the *event* must be abandoned (i.e. the *event* must end prior to the scheduled end date/time) and cannot be postponed to a later date, the following expenses will be eligible for reimbursement:

- any expenses incurred and/or payable as part of the *event*;
- expenses related to early termination.

### Insuring weather conditions

This cover only applies if this is stated in your policy document. You must purchase separate cover for *cancellation*, postponement, interruption, rescheduling, relocation, abandonment or curtailment of the *event* due to *weather conditions*. If you have purchased this insurance, this loss, created by or relating to *weather conditions* that occur immediately prior to or during the *event*, will be insured.

Any decisions made regarding the *cancellation*, postponement, interruption, rescheduling, relocation, abandonment or curtailment of the *event* must be made by agreement between the organiser, (local) authorities, experts and/or aid services. The decision must be set out in writing. This does not necessarily concern a document issued by a government service, but rather the official documentation of the decision-making process between the various parties concerned. If you make a claim under the policy, you must demonstrate that this decision-making process took place. If you are unable to demonstrate this, no compensation will be paid. If we have made alternative arrangements with you, this will be specified in your policy.

### Non-appearance

This cover only applies if this is stated in your policy document. Any loss or damage caused by, or related to, the unexpected absence of one or more individuals who are essential to the occurrence of the *event* is included in the insurance. If we have made alternative arrangements with you, this will be specified in your policy. The absence of this individual/these individuals must be the result of matters outside the control or scope of said individual(s), including death, abduction, mourning, serious illness or illness related to a work-related disability, unless the policy states that this risk is included in this insurance for these individuals. When purchasing the insurance, this individual must be healthy, and there must be no indications that this person might die during the *cover period*. In the case of a loss covered under the insurance, this individual must prove that the disease did not exist beforehand. Under no circumstances does this insurance cover a claim if such proof cannot be provided.

### What is not covered under Cancellation?

The Cancellation section is subject to the following exclusions, in addition to the general exclusions (see Article 3):

#### - Failure to comply with contractual obligations

The following is not included in the insurance: loss or damage resulting from or related to failure to fulfil contractual obligations by a party involved in the *event*, including participants or performers. This exception does not apply if the failure to comply with the obligation cannot be attributed to said party.

#### - Financial or organisational problems

The following is not included in the insurance: loss or damage related to financial, organisational or similar problems caused by the *insured party*, organisation or participants.

#### - Insufficient interest

The following is not included in the insurance: loss resulting from or related to insufficient or limited interest in the *event* among:

- the public;
- the participants in the *event*;
- the organisers of the *event*.

#### - No permit and/or permission from the authorities

The following is not included in the insurance: loss or damage resulting from or related to failure to obtain the permit or permission required for the *event* from the competent authorities, or failure to do so in time. This also applies if this is true for part of the *event*. The following is also not covered under the insurance: loss or damage due to the revocation of the permit and/or failure to fulfil the requirements for retaining or obtaining the permit.

If the authority has expressed the intention to grant a permit for the *event* and the *insured party* can demonstrate this in writing, the loss caused by the revocation of the Letter of Intent is covered. The

withdrawal of this intention must be fully beyond the control of the *policyholder*. This also applies if this is true for part of the *event*.

## 2.2 Loss of revenues

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This cover only applies if this is stated in your policy document.

Coverages and exclusions that apply under the Cancellation section, apply under this section as well. If there is no cover under the Cancellation section, there is no cover under this section either. Applicable coverages and exclusions are specified in the terms and conditions and/or in the policy document.

### Who are the insured parties?

The *insured party* refers to you as the organiser, operator, or financial stakeholder in the *event*.

### What does your insurance cover?

If the policy specifies a covered *occurrence* and this section is included in the insurance, payment can be made to cover the loss of *net revenues* following the *cancellation*, postponement, interruption, rescheduling, relocation, abandonment or curtailment of the insured *event*. The compensation of the loss is based on the ratio between the number of hours or days that the *event* did not take place and the duration of the *event* as scheduled in advance.

If this section is included in the insurance policy and a loss occurs, the *policyholder* must demonstrate that the insured revenues would have been generated, based on previous editions of the *event*.

## 2.3 Liability

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This cover only applies if this is stated in your policy document. If you have insured the Liability section, the rules set out below apply.

### Who are the insured parties?

The *insured parties* include:

- *policyholder*;
- your employees;
- any individuals who are not employed by you but who are involved in the organisation and/or management of the *event* on your behalf and with your approval;
- any volunteers and interns/work-experience students who are involved in the organisation and/or management of the *event* with your approval.

### What does your insurance cover?

The following is included in the insurance: liability of the *insured parties* for any loss and/or damage or personal injury suffered by third parties or caused to movables or immovables resulting from or related to the insured *event*. The *insured parties* are also classified as third parties in relation to each other and among each other. You are insured against *bodily injury* and *material damage*. The *occurrence* must have taken place during the *cover period*. The combined *bodily injury* and *material damage* will be compensated up to a maximum of the amount specified in the policy document.

In addition to *bodily injury* and *material damage*, the following are also eligible for compensation: legal fees (i.e. costs of legal defence), statutory interests and, secondary to the liability insurance, the loss suffered by the subordinate himself/herself.

Liability or circumstances arising from acts or omissions committed during the term of the insurance cover can be reported up to a maximum of one year following the expiry date of the insurance.

### Legal fees

The insurer will reimburse the costs of legal support provided and the costs of any legal proceedings conducted if these are related directly to a covered *occurrence*. The insurer must have given you prior consent to incur these expenses. If necessary, the insurer will reimburse these expenses above the *sum insured*. If the amount of the loss exceeds the *sum insured*, the legal defence fees will be reimbursed based on the following calculation:  $sum\ insured / actual\ amount \times legal\ defence\ fees = reimbursement\ of\ legal\ defence\ fees$ .

### Statutory interest

If the statutory interest is part of the financial loss claimed, it will be compensated in excess of the *sum insured* if necessary. However, the amount in statutory interest compensated can never exceed the *sum insured* specified in the policy document.

### Costs to avoid and mitigate loss

The insurer will reimburse the costs for any measures implemented during the *cover period* if these were designed to avert the immediate threat of financial loss, which otherwise would have resulted in the liability of the *insured party*, and which therefore would have been covered by this insurance. This also applies to expenses incurred for the same reasons to limit such loss. These expenses will be reimbursed up to a maximum of the *sum insured* specified in the policy.

### Costs related to good employment practices

This insurance also covers (as secondary cover) any loss suffered by subordinates as a result of an *accident*, causing the subordinate to suffer *material damage* or *bodily injury*, if the *insured party*, pursuant to Section 611 of Book 7 of the Netherlands Civil Code, had the responsibility of taking out proper insurance. Since this constitutes secondary cover, any other policy under which the injured party can exercise rights must always be invoked first. The injured party is required to fully cooperate in this process.

### What is not covered under Liability?

The Liability section is subject to the following exclusions, in addition to the general exclusions (see Article 3):

#### - Claims from the USA and Canada

The following is not insured: liability for damage or loss if you (or another *insured party*) has been held liable for this by a natural person or legal entity based in the United States and/or Canada; or if this liability is based on US and/or Canadian law.

#### - Consumption of addictive substances or intoxicants

The insurer does not cover liability for any loss or damage arising from or in connection with:

- use by you (or another *insured party*) of intoxicants, stimulants or similar substances;
- addiction on your part (or on the part of another *insured party*) to intoxicants, stimulants or similar substances.

This exception does not apply in the following cases:

- if the substances were prescribed by a physician; and
- you (or the other *insured party*) has complied with the instructions for use.

#### - Damage to third-party property

Liability for any loss or damage caused to goods or items while an *insured party* or another party acting on behalf of an *insured party*:

- transported, processed, treated, occupied, rented/leased, pledged, borrowed, used or kept such goods or items;
- held such goods or items under a hire-purchase agreement, lease agreement or pledge agreement; or
- held such goods or items under a right of usufruct or for other reasons.

This exception does not apply to any damage and/or loss caused to goods or items belonging to employees, if you (as the employer) are liable for such damage and/or loss. This exception does not apply to

any damage and/or loss caused to immovable property; however, payment for damage and/or loss caused to immovable property is limited to a maximum of €100.000, with an *excess (deductible)* of €2.500 per claim.

**- Environmental degradation**

The insurance does not cover liability for loss or damage consisting of environmental degradation. This exception does not apply if such loss or damage is the result of a sudden or uncertain *occurrence* and this is not the direct result of a slow-moving process.

**- Goods and items delivered**

The insurer does not cover liability for any loss of, or damage caused to, goods and items which were delivered under the supervision of you or another *insured party*. The insurer also does not cover liability for any loss or damage caused by such goods or items. This exception does not apply to any loss or damage caused by any food and beverages supplied.

**- Motor vehicles; agricultural and construction equipment; vessels and aircraft**

The following is not covered under the insurance: any loss related to maintaining, using or operating motor vehicles, agricultural and construction equipment, vessels and aircraft. This exception does not apply to damage and/or loss caused by a disconnected trailer which safely came to a complete standstill away from traffic, nor to any goods or items loaded onto or unloaded from a motor vehicle.

**- Onerous clauses**

Liability for loss which is solely the result of a contractual clause is not insured, e.g. penalty clauses, compensation clauses, warranty clauses or indemnification clauses.

**- Sexual conduct/misconduct**

The insurer does not cover liability for any loss or damage caused by and/or arising from sexual or sexually suggestive conduct of any kind whatsoever:

- by you or another *insured party*; or
- by one or more individuals forming part of a group to which you or another *insured party* also belongs. This also applies if you or such other *insured party* did not personally engage in such conduct.

## 2.4 Equipment

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This is covered if this is specified in your policy document. If any direct physical loss is caused to immovable property during the *event*, the costs are insured if this is stated in your policy.

### Who are the insured parties?

As the *event* organiser, you are the *insured party*.

### What does your insurance cover?

You are insured against direct physical loss caused to movables onsite and during transit, prior, during or after the *event* specified in the policy. Any *electronics* required for the insured *event* are also covered by the insurance.

When determining the amount of compensation to be awarded in this section, the following conditions apply:

- if recovery is possible, the repair costs will be compensated up to a maximum of the value of the insured items immediately prior to the loss event (i.e. the *current value*), less the value immediately following this event;
- if repair turns out to be impossible or if the costs of repair are higher than the difference between the value of the insured item immediately prior to (*current value*) and after the *occurrence*, compensation will be paid based on total loss;

- in the event of total loss, the insurer will pay the cost of repair or replacement of the damaged property with deduction appropriate to the age, deterioration and obsolescence. The amount payable will never exceed the *sum insured* specified in the policy document.

### Theft, disappearance and/or loss

Theft, disappearance or loss of items is not covered, unless a violent theft or *break-in* (forced entry) occurred. If no (demonstrable) violence or *break-in* occurred, a minimum *excess (deductible)* of €1,000 applies instead of the standard *excess (deductible)*. If *DJ equipment* cannot be stored in an enclosed space, the *insured party* must report this in advance; in this case, an increased *excess (deductible)* of €2,500 applies. If the *insured party* neglects to mention this and it is revealed in the event of a direct physical loss, the theft, disappearance and/or loss will not be covered.

Any items which were stolen will only be eligible for reimbursement if they have still not been found 30 days after a police report was filed for the stolen items. The ownership of the stolen items will be transferred to the insurer. If the items are found after the period has expired, they will be in the possession of the insurer from this date, since you will have received payment by then.

### Clean-up costs

The insurer will reimburse the *clean-up costs* incurred up to a maximum of €7,500 per *occurrence*, provided these costs were incurred for direct physical loss covered under the insurance.

### Salvage costs

The insurer will compensate any *salvage costs* incurred, and if necessary, in excess of the *sum insured*. If the *policyholder* or *insured party* has neglected to take measures to prevent or mitigate direct physical loss, this insurance will not confer any rights.

### What is not covered under Equipment?

The Equipment section is subject to the following exclusions, in addition to the general exclusions (see Article 3):

#### - Earthquakes or volcanic eruptions

We do not cover the loss of materials and equipment if such loss is the result of:

- an earthquake. This is defined as a tremor or violent movement of the earth's crust, either as a result of gas extraction or otherwise;
- a volcanic eruption.

#### - Flooding

Damage caused by flooding as a result of collapsing or overflowing of embankments, wharfs, sluices, banks or other types of flood control is not covered by the insurance, whether or not the flooding is caused by a storm. This exclusion does not apply to fire or explosion caused by flooding.

#### - Immovable property

Direct physical loss caused to immovable property is not covered by the insurance.

#### - Mechanical/electrical breakdown

This policy does not insure breakdown or instability of machinery and equipment of any type, unless physical loss or damage by fire or explosion results and then this policy will insure only for that resulting loss or damage to property insured by this policy.

#### - Motor vehicles; agricultural and construction equipment; vessels and aircraft

The following are not insured: direct physical loss caused to agricultural and construction equipment, including forklifts, hydraulic lift platforms, quads and/or other types of hoisting equipment and other motor vehicles and vessels & aircrafts.

**- Operating and installation errors**

Damage caused as a result of errors occurring during installation or operation of the equipment is not covered by the insurance. This exception does not apply if the error was committed by someone who did not receive instructions or who was not authorised to install or operate the equipment.

**- Recoverable direct physical loss**

Direct physical loss which can be recovered under a supply contract or maintenance contract or any other contract or agreement is not covered by the insurance.

**- Wear and tear and inherent defects**

Damage caused by wear and tear or inherent defects (as specified in Section 951 of Book 7 of the Netherlands Civil Code) or the direct consequences thereof is not covered by the insurance. This exception does not apply if damage is caused to items as a result of *fire* and *explosion*, even if this is the result of inherent defects.

**- Wilful misconduct or recklessness**

Damage caused by wilful misconduct or recklessness by the *policyholder* and/or the organisers or subordinates is not covered by the insurance.

## 2.5 Cash money

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This cover only applies if it is specified in your policy document. If you have received counterfeit banknotes or if any cash was lost, the costs are covered under the insurance if this is stated in your policy.

### Who are the insured parties?

As the *event* organiser, operator, subordinate(s), subcontractors acting on behalf of the *insured party* or as a financial stakeholder in the *event*, you are the *insured party*.

### What does your insurance cover?

You are insured for any loss of *money and monetary instruments* as long as no claim can be made on compensation in accordance with a compensation plan of the issuing organisations (e.g. banks) or otherwise. If any instructions were issued by issuing organisations, these must be followed; if not, there is no insurance cover. You are required to report any loss in this section within four weeks after the damage or loss was incurred; if you neglect to do so, you will no longer be entitled to compensation. We will cover this loss only if the *money or monetary instruments*:

- was/were received by you as part of the *event*; or
- was/were intended to cover the costs of the *event*.

### Cover during transit

During transit, you are covered against damage of any kind, irrespective of how it was caused. This also applies to stolen money belonging to members of staff or clients/customers of the *policyholder*; however, this shall be subject to a maximum of €250 per *occurrence*. This cover applies in the following cases:

- if the transport is carried out by the *policyholder*, *insured party* or a cash-in-transport company on behalf of the *policyholder*;
- if the transport is carried out using the shortest route, with no unnecessary interruptions, to the designated location;
- if the insured items are within the immediate reach of the driver.

### Cover at the event site in the office or company

If the *insured party* is present at the location and any *money and monetary instruments* are lost, this loss will be covered if this occurs in any of the following ways:

- extortion or theft combined with violence (or the threat of violence) against individuals, whereby the perpetrators must be located in the office or business or onsite. This also applies to stolen money belonging to members of staff or clients/customers of the *policyholder*.
- *fire*, fire extinguishing, *explosion*, lightning strike and air traffic.

If the *insured party* is not present at the location and any *money and monetary instruments* (not kept in a vault) are lost, such loss will be covered if this occurs in any of the following ways:

- theft, if this was committed by someone who entered the building through a *break-in* (forced entry); *Break-in* (forced entry) is also defined here as opening the building or business premises using a key that was obtained by physically overpowering another person or through extortion. Any such incidents are subject to a maximum *sum insured* of €100. This also applies to stolen money belonging to members of staff or clients/customers of the *policyholder*.
- *fire*, fire extinguishing, *explosion*, lightning strike and air traffic.

If the *insured party* is not present at the location and any *money and monetary instruments* (kept in a vault) are lost, such loss will be covered if this occurs in any of the following ways:

- theft, if this is committed by someone who broke into the vault through *break-in* (forced entry), where the key and/or security code is not present at the location where the vault is located or in other business premises/commercial spaces used by the *insured party*. *Break-in* (forced entry) is deemed equal to opening the vault using the key or security code obtained by physically overpowering another person or through extortion;
- *fire*, fire extinguishing, *explosion*, lightning strike and air traffic.

### Cover inside the policyholder's home

If the *money or monetary instruments* are located inside the *policyholder's* home and *money or monetary instruments* are missing, these are covered if this occurs as a result of:

- extortion or theft combined with violence (or the threat of violence) against individuals, where the perpetrators must have been present inside the home;
- theft, if this is committed by someone who entered the home through *break-in* (forced entry), whereby the insured items are kept within the immediate reach of an adult person or stored in a cabinet or other piece of furniture, if these have been properly locked;
- *fire*, fire extinguishing, *explosion*, lightning strike and air traffic.

This coverage is capped at €100.000. If no adult person was present during the above *occurrences*, the amount payable will never exceed €7,500, irrespective of the *sum insured*.

### Cover in night safes

If the *money or the monetary instruments* are kept inside a night *safe* or safe deposit box at a bank and said *money or monetary instruments* are lost, this loss is covered if it occurs as a result of:

- extortion or theft combined with violence (or the threat of violence) against individuals, where the perpetrators must have been present inside the bank.
- theft, if this occurred because someone broke into the night *safe* or safe deposit box through *break-in*;
- *fire*, fire extinguishing, *explosion*, lightning strike and air traffic.

### Fraud by own staff

Fraud committed by the *insured party's* own staff involving *money and monetary instruments* is covered up to a maximum of €500 per *event*.

### Counterfeit money

Loss as a result of receiving *money or monetary instruments* of which it later emerges that it is counterfeit. The maximum amount payable to cover this loss is €7,500 per *event*, irrespective of the *sum insured*. The fact that the banknotes are counterfeit must be established by the bank where they were deposited, within 72 hours of the end of the *event*.

### What is not covered under Cash money?

The Cash money section is subject to the following exclusions, in addition to the general exclusions (see Article 3):

#### - Earthquakes or volcanic eruptions

We do not cover the loss of *money or monetary instruments* if this is the result of:

- an earthquake. This is defined as a tremor or violent movement of the earth's crust, either as a result of gas extraction or otherwise;
- a volcanic eruption.

#### - Financial crimes

Damage or loss caused by an *insured party* of whom you knew that they had previously been guilty of a financial crime, or had attempted to commit such a crime, is not covered by the insurance.

#### - Negligence or carelessness

We do not cover the loss of *money or monetary instruments* if this is the result of serious negligence or carelessness on your part. This is the case, in any event:

- if you have entrusted the *money and monetary instruments* to someone of whom you knew they had previously perpetrated, or been complicit in a financial crime, or had attempted to commit such a crime; and
- if this person was involved in the loss.

## 2.6 Personal accidents

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If someone were to die or to become fully or partially *disabled* or someone is compelled to incur expenses for medical treatment, the resulting costs are insured if this is specified in your policy.

### Who are the insured parties?

The *insured parties* include:

- you;
- your employees and interns/work-experience students;
- individuals who are not employed by you but who are involved, on your behalf, in the organisation and/or management of the *event*;
- volunteers who are involved in the management of the *event* with your approval and in conjunction with you or other organisers.

### What does your insurance cover?

Payments are insured if an *insured party* at the event site, as a result of an *accident*:

- dies;
- becomes fully or partially *disabled*;
- has incurred expenses for medical treatment.

The *sum insured* specified in the policy for death and full or partial disability applies to each *insured party*. If multiple *insured parties* are affected by the same *accident*, the total maximum *sum insured* will never exceed €1,250,000. If the sum of the payments calculated exceeds the maximum, the individual payments will be reduced proportionally. If a larger number of *insured parties* were affected by the same *accident* than the number specified in the policy, the payments will be reduced in proportion to the amount exceeded.

### Death

In the event of death, the *sum insured* as specified in the policy will be awarded. This payment will be made to the legal heirs of the *insured party*, not including the State. If the *insured party* is under 16 years of age or older than 69 years of age at the time of death, the maximum payment will be €1,250.00. In the event of death, you

must communicate this to us at least 48 hours prior to the funeral or cremation service. If you neglect to do so, the loss will not be covered.

If an *insured party* dies as a result of the *accident* and the insurer has previously paid a benefit for permanent disability, this earlier payment will be deducted from the death benefit. If the benefit payable for permanent disability is higher than before the person's death, we will not claim back the difference.

If an *insured party* dies before the level of disability has been established and this death is not the result of the *accident*, the insurer will establish the level of disability based on what was to be expected. They will do this on the basis of the medical reports available.

In the event of death, the insurer may demand that the cause of the fatal *accident* or the cause of death be investigated by means of a medical examination (autopsy). If you or the survivors refuse to cooperate in this and we are unable to have an examination conducted as a result, you will forfeit any right to payment of a benefit.

### Medical expenses

The medical expenses incurred by an *insured party* as a result of an *accident* are covered up to a maximum of €500, and only if these costs are not covered under another insurance policy. Costs arising from dental treatment are not covered under the insurance. The *insured party* is required to immediately undergo a physical examination and treatment by a physician and to follow the physician's instructions. They must do everything within their powers to facilitate their recovery. If they fail to do so, this may affect their compensation for damages.

### Permanent disability

In the event of permanent disability, the payment depends on the level of functional disability established by a medical professional, expressed in the percentage of loss of use. The benefit will be calculated by multiplying the disability rate by the *sum insured* under the policy. We do this based on the guidelines set in the most recent edition of the *Guides to the Evaluation of Permanent Impairment* published by the American Medical Association (AMA). In determining the rate of disability, the occupation of the *insured party* is not taken into account, nor are any external aids or devices (e.g. hearing aids and prosthetic limbs), while internal aids and devices *are* considered. If, after five years, the *insured party* has not reached a condition where the level of disability remains unchanged, a diagnosis of permanent disability will be established, factoring in the patient's chances of recovery or deterioration. A rate of payment/benefit is determined based on the established rate of loss of use. In Appendix 2, you will find a table and further details and how the loss, damage or *bodily injury* is determined.

If the *insured party* is older than 69 years of age at the time of the *accident*, the maximum payment will be €5,000. You must report permanent disability to us no more than three months following the *accident*, or else this loss will not be covered.

If the level of permanent disability has not yet been established six months following the *accident*, the insurer will reimburse the statutory interest accumulated on the amount payable from the sixth month following the *accident*. The interest will be paid at the same time as the benefit. This is subject to the condition that the injury has been reported to us within three months following the *accident*, or else there will be no cover for interest compensation.

If the *insured party* suffered a loss of use prior to the *accident*, the benefit for permanent disability will be reduced by the same percentage.

The amount payable will never exceed the *sum insured per insured party*. This means that, if an *insured party* has multiple *accidents* during the term of the insurance, the *sum insured* will never be awarded more than once.

The insurer may demand that the *insured party* be examined by a specific physician. This physician will designate the insurer, and this insurer will cover the cost of this examination. This also applies if the *insured party*, for the purpose of this examination, is required to be hospitalised or admitted to another type of medical institution. If you or the *insured party* refuse to cooperate in this, all rights to benefits will be forfeited.

### What is not covered under Personal accidents?

The Personal accidents section is subject to the following exclusions, in addition to the general exclusions (see Article 3):

- **Alcohol**

*Accidents* caused by the *insured party* being under the influence of alcohol are not covered by the insurance. This does not apply if it can be demonstrated that the blood of the person who had the *accident* contained less than 0.8 0/00 during the *accident* or if their breath alcohol levels were less than 350 micrograms.

- **Crimes**

*Accidents* suffered by the *insured party* while committing a crime, or attempting to commit a crime, are not covered by the insurance.

- **Exacerbation of existing illness**

The exacerbation of an existing illness as a result of an *accident* is not covered by the insurance.

- **High-risk occupations**

We do not cover *accidents* which occur during an *event* as a result of the high-risk occupation of an *insured party*, e.g. circus worker or carnival operator.

- **Mental illness**

*Accidents* causing only a mental disorder, without permanent brain damage, are not covered by the insurance.

- **Narcotics**

*Accidents* related to the use of medications, intoxicants, narcotics or stimulants are not covered by the insurance. This only applies if the *insured party* has used these substances without a medical prescription or if they neglected to comply with the medical prescription.

- **Operating motor vehicles, aircraft or vessels**

*Accidents* suffered by the *insured party* while operating a motor vehicle, aircraft or vessel are not covered by the insurance.

- **Pain**

*Accidents* causing only pain are not covered by the insurance.

- **Pathogens**

The invasion of pathogens (e.g. causative agents for malaria or Lyme Disease) transmitted through insect bites or stings is not covered by the insurance.

- **Physical disabilities or disorders**

The following disabilities or disorders are not covered by the insurance: intestinal ruptures, lumbago, hernia, tendon sheath inflammation (tenosynovitis), whiplash, shoulder tendinitis, tennis elbow (lateral epicondylitis), golfer's elbow (medial epicondylitis), skier's thumb (acute partial or complete rupture of the ulnar collateral ligament [UCL] of the thumb's metacarpophalangeal joint [MCPJ]).

- **Reckless behaviour**

We do not cover *accidents* which occurred while the *insured party* in question engaged in a dangerous activity during which they recklessly endangered their life. This includes, for example, survival activities or motocross.

- **Woodworking**

The consequences of carrying out work with woodworking machinery or equipment are not covered by the insurance.

## 3. General exclusions

This article contains information on what is not covered under the insurance irrespective of the section you have insured.

### - Biological or chemical materials

This insurance policy does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing, concurrently or in any other sequence, thereto.

### - Communicable disease

Notwithstanding any provision to the contrary, this insurance policy does not cover:

- a) any loss, costs and/or liability directly or indirectly arising out of, contributed to by, or resulting from any communicable disease or the fear or threat (whether actual or perceived) of a communicable disease; or
- b) any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Communicable Disease or fear or threat (whether actual or perceived) thereof.

Subject to all the terms, conditions, limitations and exclusions of this insurance policy or any endorsement thereto, this does not apply to a communicable disease which, in the opinion of an independent healthcare professional approved by the underwriters:

- 1) entirely prevents any *insured party* from appearing or continuing to appear in any insured event; and
- 2) first occurs in an *insured party*:
  - during the *period of insurance*; and
  - prior to the issuance of any guidance or advice to prevent, control, suppress or in any way respond to that communicable disease by any public, local, national or international authority, agency or government;

where 1) above is the sole and direct cause of the necessary *cancellation*, abandonment, postponement, interruption, curtailment, rescheduling or relocation of any insured event.

### - Cyber

This insurance policy does not cover any other loss directly or indirectly arising out of, contributed to by, or resulting from:

- a *cyber act* or *cyber incident* or the fear or threat (whether actual or perceived) of a *cyber act* or *cyber incident*; or
- action taken in controlling, preventing, suppressing, or remediating any *cyber acts* or *cyber incidents* or the fear or threat (whether actual or perceived) of any *cyber acts* or *cyber incidents*.

### - Nuclear reaction

Damage resulting from or related to a *nuclear reaction* is not covered by the insurance.

### - Other insurance policies

The insurer will not cover any damage or loss covered under any other insurance policy purchased by the *insured party* or third parties or which would have been covered under such other insurance if you had not purchased this event insurance from us.

### - Sanction limitation and exclusion

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of

such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the Netherlands, the United Kingdom or the United States of America.

**- Seepage, pollution and contamination**

This insurance policy does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from the effects of seepage and/or pollution and/or contamination unless it is discovered during the *cover period* and is a direct cause of a loss covered hereunder.

**- War**

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

**- Wilful damage**

Loss or damage as a result of *wilful damage* is not covered by the insurance.

**- Wilful misconduct and recklessness**

Loss, damage or personal injury caused by wilful misconduct and recklessness (whether deliberate or otherwise) is not covered under the insurance. We define this as any type of conduct which, based on objective criteria, involves such a significant risk of loss, damage or personal injury that the *insured party* should have been aware of this and should have refrained from engaging in such conduct.

**What happens if you, a supplier or performer files for bankruptcy?**

If you file for bankruptcy prior to, during or after the *event* and you have paid the premium, you are still eligible to claim this insurance. If you file for bankruptcy and this is a reason for you to cancel the *event*, this will not be deemed a covered *event*, as this does not occur outside your control, irrespective of whether or not you have any control over the bankruptcy. If one of your suppliers files for bankruptcy, causing you to suffer financial loss, this will not be deemed a covered *event*, irrespective of the impact this might have on your *event*.

## 4. What to do if you have suffered damage or loss

### 4.1 What is the significance of the sum insured?

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We will compensate the loss up to a maximum of the *sum insured* per *occurrence* and per insured section, as specified in the policy. If an insurance *excess (deductible)* applies, the loss amount will be compensated up to a maximum of the *sum insured*, after deduction of the *excess (deductible)*. The insurer does not make a claim for underinsurance.

### 4.2 When are you eligible for cover?

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You are only eligible for cover if:

- the *occurrence* causing the loss takes place during the *cover period* of the section under which the loss is insured, and;
- the loss is not excluded under these Terms and Conditions, in the policy, or in a clause, and;
- it was uncertain at the time you purchased the insurance on behalf of the *insured party* that this *occurrence* would take place, and;
- the full premium was paid prior to the start of the *event*.

### 4.3 What do we expect from you in the event of a claim?

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It is important that you fulfil the requirements set out below. If you or another *insured party* fails to fulfil the obligations, you will not be entitled to compensation if our interests, or the interests of the insurers, have been harmed as a result of the non-fulfilment. If the non-fulfilment of the obligations occurs deliberately to mislead us, this will be deemed to constitute fraud and the right to compensation will be forfeited, even if our interests were not harmed. In addition, we may implement the measures described in Section 5: 'What do we do in the event of fraud?' (page 24).

#### Preventing or mitigating loss

Within reasonable limits, you must do everything within your power to prevent or mitigate loss if an *occurrence* covered under this insurance policy takes place, or if there is a risk of such an *occurrence* taking place.

#### Salvage costs

The insurer will compensate the *salvage costs* incurred, and if necessary, in excess of the *sum insured*. If the *policyholder* or *insured party* has neglected to take measures to prevent or mitigate loss, this insurance will not confer any rights.

#### Reporting damage/loss and providing information

As soon as you are aware of an *occurrence* which could potentially result in the payment of compensation under this insurance policy, you must report this to us as soon as possible. To this end, you must prepare a written statement regarding the cause, background and scope of the damage. Within a reasonable period, you must provide us or the expert with all the information and documents which could potentially be relevant to us in determining whether you are entitled to compensation.

#### Reporting claims

If a punishable offence has been committed, you are required to report this to the police as soon as possible.

### Providing cooperation

You must comply with any instructions you receive from us and the expert we have appointed, and must cooperate fully in this process. In addition, you are required to cooperate in recovering loss from the party causing the loss.

### Refraining from any acts which could potentially harm our interests or your interests

You must not do or omit to do anything that could potentially harm our interests or your interests, e.g. acknowledging liability.

## 4.4 What do we do if you report a claim to us?

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When you report a claim to us, we will first establish what happened. In the event of liability loss, we will assess whether you are liable, and subsequently we will establish the extent of the loss or damage and assess whether the loss or damage is covered under the insurance. We will then ensure that the amount in compensation is paid as soon as possible. If an insurance *excess (deductible)* applies, we will deduct this amount from the payment to be awarded.

### Engaging the services of experts

The extent of the loss or damage is established by an expert engaged by us or the insurer. Once this has been established, we will determine the amount of the final payment in compensation, possibly in consultation with the insurer. The fees charged by the expert engaged will be borne by the insurer.

### Compensation payable directly to the injured party

We and the insurer are entitled to pay compensation directly to the injured party or another interested party and agree to a settlement if appropriate. If the compensation consists of periodic payments and the present value exceeds the *sum insured*, the duration or amount of the payments will be reduced proportionally.

## 4.5 Special regulations in the event of loss/damage related to terrorism

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### Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V. (NHT)

A reinsurance company established by the Dutch Association of Insurers, whereby payment obligations under insurance contracts, which may arise (for insurers with permits to operate in the Netherlands) directly or indirectly from the materialisation of terrorism risks, can be included under the reinsurance policy.

### Scope of cover for terrorism risk

- a. If and to the extent that, with due observance of the descriptions provided in the above-mentioned terms 'Terrorism', 'Malicious infection' and 'Preventive measures', and within the limits of the applicable policy terms, cover is provided for the consequences of *occurrences* related (either directly or indirectly) to:
  - *terrorism*, malicious infection or preventive measures;
  - acts or behaviours in preparation for *terrorism*, malicious infection or preventive measures,hereinafter jointly referred to as the 'terrorism risk', the insurer's obligation to make payment with regard to every *occurrence* reported to it for compensation and/or payment, is limited to the amount of the payment the insurer receives in relation to the *occurrence* under the reinsurance for the terrorism risk at the NHT, in the event of an insurance policy with capital growth plus the amount of the capital growth previously accumulated under the insurance policy in question. For life insurance policies, the amount of the capital accumulated on the premium reserve is equal to the amount to be maintained under the *Wet toezicht verzekeringsbedrijf 1993* (1993 Insurance Supervision Act) with regard to the relevant insurance policy.

- b. The NHT provides reinsurance cover for the claims specified above up to a maximum of €1 billion per calendar year. The above-mentioned amount may be modified during any year and applies to all the insurers affiliated with the NHT combined. Any modification(s) will be announced in three Dutch national newspapers.
- c. Contrary to the provisions of the paragraphs above, the following applies to insurance relating to:
- damage to immovable property and/or its contents;
  - consequential damage to immovable property and/or its contents,

that a maximum of €75 million will be paid under this agreement per *policyholder* per insured location, for all participating insurers combined, irrespective of the number of policies issued.

For the application of this paragraph, 'insured location' is defined as: any insured objects present at the risk address and insured by the *policyholder*, along with any and all objects insured by the *policyholder* not located at the risk address of which the use and/or purpose is related to the business operations carried out at the risk address. As such, the following will be included in any event: all objects insured by the *policyholder* which are located at a distance of less than 50 metres from each other and of which at least one is located at the risk address. For the application of this paragraph, legal entities and companies joined in a group, as specified in Section 24b of Book 2 of the Netherlands Civil Code, all group insurers combined are classified as a single *policyholder*, irrespective of which group insurer(s) belonging to the group took out the policy or policies.

#### Procedures of payment of compensation of the NHT

- a. The reinsurance of the insurer at the NHT is subject to the *Protocol afwikkeling claims* (Procedures for Claims Settlement; hereinafter referred to as the 'Procedures'). Under the provisions of these Procedures, the NHT is authorised, among other things, to defer payment of the compensation or the *sum insured* until such time as it can determine whether, and to what extent, it possesses sufficient financial resources to pay in full all the claims for which it provides cover as a reinsurer. If it turns out that the NHT lacks sufficient financial resources, it will be authorised to make a partial payment to the insurer in accordance with the provisions specified.
- b. With due observance of the provisions contained in provision 7 of the Procedure for Claims Settlement, the NHT is authorised to decide whether an *occurrence* in relation to which a claim is made for compensation should be classified as a consequence of the materialisation of the terrorism risk. A decision by the NHT to this effect, in accordance with the provision specified above, will be binding on the insurer, *policyholder*, *insured parties* and parties eligible to receive compensation.
- c. It is only after the NHT has notified the insurer of the amount – either by way of advance payment or otherwise – to be paid to the insurer in relation to a claim for compensation, that the *insured party* or the party eligible for payment will be able to claim the payment specified in the article below ('Summary of the Procedures for Claims Settlement of the NHT - General').
- d. Pursuant to provision 17 of the Procedures, the reinsurance cover at the NHT will only apply to claims for compensation and/or payment reported within two years after the NHT has established of a particular *occurrence* or circumstance that this is deemed to be a materialisation of the terrorism risk within the meaning of this clause. The Procedures, including explanatory notes, were filed with the Haaglanden Chamber of Commerce in The Hague on June 13, 2003 under number 27178761, and with the District Court of Amsterdam on June 12, 2003 under number 79/2003. Below is a summary of the Procedures. The insurer will provide a copy of the full contents of the Procedures, including the explanatory notes, upon request.

#### Summary of the Procedures for Claims Settlement of the NHT – General

The Nederlandse Herverzekeringsmaatschappij voor Terrorisemeschaden (Dutch Terrorism Risk Reinsurance Company; hereinafter referred to as 'NHT') sets a maximum amount to be paid each year. This maximum payment, the amount of which may vary by year, was established at €1 billion for 2003. The 'Procedures for Claims Settlement' of the NHT (hereafter referred to as the 'Procedures') provide for how this maximum payment to cover the impacts of *terrorism* is to be divided among the injured parties. Only the full text of the Procedures confers rights on the user.

### Summary of the procedures

'Loss event' is defined here as any 'materialisation of the terrorism risk', which may entitle injured parties to payment. The definition of *terrorism* can be found in the 'Terrorism Cover' clause. Loss or damage as a result of *terrorism* refers to both actual *bodily injury* caused to individuals and *material damage* caused to goods, and other entitlements to benefits or other payments, for example following death.

The following procedure applies to reporting loss or damage caused by *terrorism*:

- ▶ The loss or damage must be reported to the *insured party's* own insurer as soon as possible.
- ▶ The insurer will ensure that all reports received are submitted to the NHT.
- ▶ The NHT collects all claims and will determine as soon as possible following receipt whether a terrorist act has indeed been committed, as defined in the Terrorism Cover clause.

### Terrorism during what year?

Since the NHT has allocated a maximum amount each year for payments as a result of *terrorism*, it is important to determine in what year the terrorist act was committed.

If it is certain or likely that the terrorist act occurred in year X, the terrorist act will be attributed to year X.

There may have been a series of interrelated terrorist acts, but which were committed during different years. In this case, the terrorist act is attributed to the year during which the first act in the series was committed. A series will end, in any case, if there is an interval of more than six months between the acts.

### Determining the payment rate and compensation

The NHT adds up the amounts of all registered and expected claims. Based on the outcome, the NHT will then prepare a budget estimate and disclose whether the maximum amount available is sufficient to make full compensation under the claims. The NHT may expect the amount of the total number of claims to exceed the maximum payment amount. In this case, the NHT will establish a preliminary payment rate, which will be identical for all injured parties. The NHT may also decide to honour all claims immediately.

Please note: Payment will be made by the *insured party's* own insurer; the *insured party* or injured party will have no direct contact with the NHT.

### Full and final settlement of claims

The NHT will comply with the following terms:

- As soon as possible after it has been established that a terrorist act has been committed, the NHT will prepare an initial estimate. Based on this estimate, an initial rate of payment will then be established.
- This will be followed by a subsequent estimate after no more than six months, which may or may not result in a new payment rate.
- The NHT will then set the final payment rate within two years of the first estimate.

A new estimate may result in a higher payment rate. Subsequent payment will then be made for all claims registered at that time. If a new estimate results in a lower payment rate, however, no portion of the payments made will be reclaimed. In this case, the new rate will only apply to claims which were reported after the previous rate was communicated.

## 5. General provisions

### Is there a cooling-off period?

This insurance policy is not subject to a cooling-off period. As soon as you have purchased this insurance, it can no longer be cancelled and you will be required to pay the premiums.

### To what address/email address will we send information and notifications regarding the insurance?

We will send information about your insurance to the last email address registered on our system. This means we can assume that the information we have sent you is addressed correctly and that you have received it. You are personally responsible for providing the correct address/email address.

Insurers and *insured parties* can lawfully make notifications to us which are intended for each other. Any notifications we make to the *insured party* can be made in a lawful manner to the *insured party's* most recent address registered on our system and listed in the policy document. It is therefore very important that you always notify us of any changes in your address or email address as soon as possible.

### How do we handle your personal data?

When you apply for insurance or if there are any changes in your insurance, we will ask you to provide us with certain personal details. We will use these details for the following purposes:

- documenting and administering the insurance;
- fulfilling the statutory and legal requirements;
- preventing fraud;
- undertaking marketing efforts;
- safeguarding the security and ethics of the financial sector and our organisation, employees and customers.

Personal data processing is subject to the *Gedragscode Verwerking Persoonsgegevens Financiële Instellingen* (Code of Conduct for Personal Data Processing for Financial Institutions). You will find a copy of the full Code at [www.verzekeraars.nl](http://www.verzekeraars.nl). Alternatively, you can request a copy from the Verbond van Verzekeraars (Dutch Association of Insurers).

In order to be able to pursue an effective acceptance, risk and fraud policy, we review data relating to you and your insurance policies and record this information in the Centraal Informatiesysteem van de Nederlandse Verzekeraars (Dutch Insurers' Central Information System/CIS). You will find further information, including the Stichting CIS Privacy Regulations, on the website [www.stichtingcis.nl](http://www.stichtingcis.nl).

### What can you do if you have a complaint?

If you have a complaint about the way we administer the insurance contract, you can contact the appropriate person or department in our organisation. If you are unable to resolve the problem together, you have the option to submit your complaint to the Klap No Risk management by sending an email to [info@klapnorisk.nl](mailto:info@klapnorisk.nl).

If you are a private individual, are not acting in a business or professional capacity, and you are not satisfied with how your complaint was handled by our management, you can also submit your complaint to the Stichting Klachteninstituut Financiële Dienstverlening (Dutch Financial Services Complaints Authority) ([www.kifid.nl](http://www.kifid.nl)). You will find a copy of the full complaint and dispute resolution procedures on this website. The website also includes information on who is eligible to submit a complaint, within what period they can do this, and the fees payable for these services.

If you are not satisfied with the solution provided, you can submit your complaint to a competent Dutch court in the Rotterdam or Amsterdam legal district.

### What is the cover period?

You purchase insurance for a specific period. The insurance will expire following this period, on the date stated in the policy. You will not receive a separate notification of this expiry. The insurance will commence at 00:00 on the effective date stated in the policy and will expire at 24:00 on the date on which the insurance is terminated.

### When can the insurance be terminated?

The insurance can be terminated in the following cases:

1. If you default on your premium payments.

If you fail to pay your premium before the event date, we will terminate the insurance and your *event* will not be covered. You will receive notification from us, and the insurance will then expire on the date stated in this notification. In this case, the policy will have been terminated, and if you require insurance for the *event* in question, you will need to re-apply. Please note that you will not be automatically eligible to take out insurance with us in that case.

2. If you or an *insured party* commits fraud.

We are authorised to terminate the insurance policy if it has been established that fraud has been committed; you will be notified accordingly in this case, and the insurance will expire on the date stated in the notice.

3. If you have failed to comply with the duty of disclosure.

If you have provided us with inaccurate or incomplete information when purchasing the insurance with the intention to mislead us, or if we would not have accepted the insurance if you had provided us with the correct information prior to purchasing the insurance, we will be authorised to terminate the insurance. We can do this within two months after discovering that you have failed to comply with the duty of disclosure. You will then receive notification from us, and the insurance will expire on the date stated in this notification.

4. If any stakeholders are included on a sanctions list.

We are prohibited from insuring the interests of individuals, enterprises, government authorities and other entities appearing on national and international sanctions lists. Consequently, we regularly check if you or any of your stakeholders in the insurance are included on any such list. If this is the case, we will be authorised to terminate the insurance with immediate effect.

### When are you required to pay the premium?

You must pay the premiums within 30 days. The premium also includes fees, charges and insurance tax, and, if you fail to pay in time, any costs of summons and collection charges.

### What happens if you default on your premium payments?

You are responsible for paying your premiums. If you fail to pay your premium in full or in time, this will affect your insurance cover. You should therefore ensure you always pay your premiums in time. If you pay your premiums by direct debit, make sure you have sufficient funds in your account, so we can debit your account on the date when the premium payment is due.

### Your premium payments will not be reimbursed if you have committed fraud

#### What do we do in the event of fraud?

We trust that you provide us with accurate and complete information. If you deliberately or wilfully fail to do so, you will be guilty of fraud. This is the case, for example, if you provide us with inaccurate details when applying for insurance or if you apply for compensation to which you are not entitled. You will also be guilty of fraud if you fail to provide us with important information required to assess your application. We will launch an investigation if there are indications that you are committing fraud. In this investigation, we will follow the guidelines set by the

Dutch Association of Insurers. The provisions of this article apply not only to you as a *policyholder*, but also to all other *insured parties*, stakeholders or third parties who are found to commit fraud.

If you have been guilty of fraud, we may take any of the following measures:

- terminate the insurance policy or not make payment under the policy;
- cancel any other loans, insurance policies and accounts we may be administering on your behalf;
- decide that you must repay a previously received payment or cover our investigation expenses;
- file a police report;
- register your data in the Central Information System of Dutch insurers. This is a database used by insurers to fight fraud. We comply with the *Protocol Incidentenwaarschuwingssysteem Financiële Instellingen* (Procedures for Incident Alert System for Financial Institutions/PIFI), which has been approved by the Autoriteit Persoonsgegevens (Dutch Data Protection Authority).

All these measures are designed to ensure that you are not made to overpay as a result of others' violations of insurance laws and regulations.

### Changes in risk levels

You are required to inform us of any changes to the insured risk and the insured sections prior to the start of the *event*. Any changes can be implemented up to the day before the *event*. If you fail to report these changes or fail to do so in time, any claims will be honoured in accordance with the policy terms and the changed circumstances which you have neglected to report to us will not be taken into account. You will not be able to rectify this or request that we modify your cover at a later stage. Any requests submitted in time to modify your cover will be processed, but will not necessarily result in acceptance of these modifications. There is a likelihood that the risk will no longer be acceptable or that a specific section is no longer insurable. Naturally, we will do everything we can to keep you covered, but this constitutes a best-efforts obligation. See, specifically, the provisions for reporting *loss of revenues*, if you have insured this particular section.

### What country's laws apply to this insurance?

This insurance policy is governed by Dutch law and is subject to Dutch jurisdiction

## Appendices

### Appendix I: Glossary

Term	Definition
Accident	Occurrence resulting in physical injury which can be established by a medical professional, as a direct result of unexpected external violence inflicted on the body of the insured party.
(Adverse) weather conditions	Inclement weather, e.g. precipitation (including heavy downpours), wind or excessively high temperatures and any other potential weather effects, as a result of which the health and/or safety of visitors can no longer be guaranteed. Any additional costs are covered by the insurance, also if the local or other authorities have ordered for special arrangements to be made.
Bodily injury	Injury, damage to health, and death, including any loss arising therefrom.
Break-in	Forced entry by breaking locks, with the intention of gaining access without the consent of the owner or other beneficiaries. The break-in must have resulted in visible damage to locks.
Cancellation	Cancellation is defined as: <ul style="list-style-type: none"> <li>• rescinding the event;</li> <li>• postponing the event;</li> <li>• interrupting the event, or having it take place only in a partial or limited capacity;</li> <li>• rescheduling the event;</li> <li>• relocating the event;</li> <li>• abandoning the event.</li> </ul>
Clean-up costs	Any costs related to the insured objects which are associated with clean-up, salvage, destruction and cleaning. This effectively includes any activity for which no treatment or processing of soil or water is necessary in order to remove all objects as a result of damage/loss.
Communicable disease	Any disease capable of being transmitted from any organism to another organism by means of any substance or agent.
Computer system	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
Contract expiry date	The contract expiry date is the termination of the contract period. The date on which the first contract period ends is specified in the first policy you received. Since this concerns an expiring event insurance policy, the insurance will be cancelled automatically and will not be extended. You are required to apply for new insurance for any new event(s).
Cover period	The period specified in the policy (by insured section) for which the cover of the section applies. If the policy does not specify a cover period, the cover period will be equal to the term of the insurance.

Current value	The value of an item, factoring in its age, state of repair, commercial value and replacement value at that time.
Cyber act	An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, involving access to, processing of, use of or operation of any computer system.
Cyber incident	<ul style="list-style-type: none"> <li>Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or</li> <li>any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.</li> </ul>
Damage to third-party property	This refers to any objects or items you might use in organising your event which do not belong to you and which are damaged during (normal) use.
Disabled	Permanent functional disability. This means there must be an identifiable loss or loss of use involving an organ or part of the body. This loss may also constitute a partial loss.
DJ equipment	This includes (list is not exhaustive): professional DJ controllers, DJ turntables, DJ mixers, all-in-one players, DJ effects units and samplers, including cables.
Downpours	Precipitation of more than 25 millimetres per hour.
Electronics	The electronic components of all equipment required for the insured event. If the object consists exclusively of electronic components, the object as a whole is insured.
Event	The activity or activities to be organised by you or on your behalf, as stated in your policy.
Excess (deductible)	Excess (deductible) refers to the portion of the costs you are required to pay or which is deducted from your compensation for damages. Naturally, you are only required to pay an excess/deductible if a circumstance occurs for which you are insured and for which an excess/deductible applies.
Explosion	<p>Short, sudden and intense eruption of gases or vapours:</p> <ul style="list-style-type: none"> <li>in a barrel, whereby the wall of the barrel had broken because the pressure inside the barrel was greater than on the outside; or;</li> <li>outside a barrel, whereby the gases or vapours were developed as a result of a chemical reaction involving solid materials, liquids, gases, vapours or a mixture of the above and were subsequently released.</li> </ul> <p>‘Damage caused by explosion’ also includes damage caused to objects located in the vicinity of other objects which were damaged by the explosion.</p>
External disasters	External violence occurring directly, unexpectedly, and suddenly and to which the object or individual damaged or injured is not necessarily resistant.
Fire	<p>Blaze involving flames caused by combustion, other than inside a fireplace, which is able to spread on its own (i.e. without outside interference). Fire does not include the following:</p> <ul style="list-style-type: none"> <li>scorching, searing, melting, charring and scalding;</li> <li>burnout or short-circuit of electrical devices and engines;</li> <li>overheating, burning out or short-circuiting; breaking of ovens and boilers.</li> </ul>
Heavy gusts	Gusts with an average wind speed of more than 62 kilometres per hour over a 10-minute period (17.2 metres per second; 8 on the Beaufort Scale).

Heavy storm	Local or regional short-term weather condition involving downpours and/or heavy gusts. The minimum wind force on the Beaufort Scale is 8.
Hold-up	Extortion or theft involving violence against individuals or the threat thereof.
Insured party	The party holding rights under the insurance policy. If several different covers apply, the policy specifies the insured parties for each type of cover. If there are multiple insured parties, this is specified in the policy.
Loss of revenues	The demonstrated loss of net revenues following cancellation, postponement, interruption, rescheduling, relocation, abandonment or curtailment of the insured event.
Material damage	Damage, contamination/pollution, destruction or loss of goods, including any resulting damage and/or loss. 'Material damage' also includes the contamination, adulteration or defilement of objects or the presence of foreign materials on or in such objects.
Money and monetary instruments	Cash funds and other monetary instruments (including cheques).
National days of mourning	A national day of mourning ('National Mourning Day') is a day, often declared by the national government of a country, on which a large portion of the population is given the opportunity to express grief and take part in memorial activities.
Net revenues	Net revenues are comprised of the total revenues, less expenses incurred.
Non-appearance	The unexpected absence of one or more individuals whose presence at an event is of such importance to the event that the occurrence of the event without this individual/these individuals cannot logically or reasonably be expected.
Nuclear reactions	<p>Any nuclear reaction whereby energy is released, including nuclear fusion, nuclear fission, and artificial and natural radioactivity. In this case, it does not matter how the reaction was created. By 'nuclear reaction', we do not refer to radioactive nuclides:</p> <ul style="list-style-type: none"> <li>• which are located outside a nuclear power plant and;</li> <li>• which are used for or intended for: industrial, commercial, agricultural, medical, scientific, educational, or (non-military) motion purposes and;</li> <li>• for which any permit issued by the government applies (to the extent required) for the purpose of manufacture, usage, storage, and the disposal of radioactive materials.</li> </ul> <p>'Nuclear power plant' refers to:</p> <ul style="list-style-type: none"> <li>• a nuclear power plant within the meaning of the <i>Wet Aansprakelijkheid kernongevallen</i> (Nuclear Accidents Liability Act). This act was published in Official Gazette 1979, issue 225;</li> <li>• nuclear power plants on board vessels.</li> </ul>
Occurrence	<ul style="list-style-type: none"> <li>• A single act or occurrence, or;</li> <li>• multiple (i.e. a series of) acts or incidents which are interrelated in some manner, e.g. because they were performed by the same person.</li> </ul> <p>In establishing whether multiple acts or events combine to constitute a single occurrence, it is not relevant in what year(s) the loss was created or discovered.</p>

Policyholder	The natural person or legal entity listed as the policyholder in the insurance policy. This is the person with whom we have entered into an insurance contract and who pays the premiums. The policyholder only holds rights under the policy if they are also the insured party.																																	
Principal risk	In the event of damage or loss, a maximum of the principal-risk sum insured is covered, as specified in the policy document, irrespective of the actual value of the insured objects (or interests) immediately prior to the event.																																	
Safe	<p>Anti-burglary vault or safe which complies with the requirements for the storage of valuables, as published annually by the Stichting Kwaliteitsbeoordeling Brandkasten (SKB). For further information, see <a href="http://www.geldenwaardeberging.nl">www.geldenwaardeberging.nl</a> (information available in Dutch only). Effective anti-burglary safes and vaults have been tested in accordance with European standards such as NEN-EN 1143-1.</p> <p>Cover recommended by insurers based on a system of standardisation:</p> <table border="1"> <thead> <tr> <th>STANDARDISATION</th> <th>CASH</th> <th>VALUABLES</th> </tr> </thead> <tbody> <tr> <td>EN 14450 S1</td> <td>€2,500</td> <td>€5,000</td> </tr> <tr> <td>EN 14450 S2</td> <td>€5,000</td> <td>€9,000</td> </tr> <tr> <td>EN 1143-1 Grade 0</td> <td>€7,000</td> <td>€14,000</td> </tr> <tr> <td>EN 1143-1 Grade I</td> <td>€10,000</td> <td>€20,000</td> </tr> <tr> <td>EN 1143-1 Grade II</td> <td>€25,000</td> <td>€50,000</td> </tr> <tr> <td>EN 1143-1 Grade III</td> <td>€45,000</td> <td>€90,000</td> </tr> <tr> <td>EN 1143-1 Grade IV</td> <td>€75,000</td> <td>€150,000</td> </tr> <tr> <td>EN 1143-1 Grade V</td> <td>€125,000</td> <td>€250,000</td> </tr> <tr> <td>EN 1143-1 Grade VI</td> <td>€250,000</td> <td>€500,000</td> </tr> <tr> <td>EN 1143-1 Grade VII or higher</td> <td>by agreement with your insurer</td> <td>by agreement with your insurer</td> </tr> </tbody> </table>	STANDARDISATION	CASH	VALUABLES	EN 14450 S1	€2,500	€5,000	EN 14450 S2	€5,000	€9,000	EN 1143-1 Grade 0	€7,000	€14,000	EN 1143-1 Grade I	€10,000	€20,000	EN 1143-1 Grade II	€25,000	€50,000	EN 1143-1 Grade III	€45,000	€90,000	EN 1143-1 Grade IV	€75,000	€150,000	EN 1143-1 Grade V	€125,000	€250,000	EN 1143-1 Grade VI	€250,000	€500,000	EN 1143-1 Grade VII or higher	by agreement with your insurer	by agreement with your insurer
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Salvage costs	Any costs related to measures which are implemented and which reasonably must be taken in order to avert the immediate threat of covered damage or loss or to mitigate such damage or loss, as well as any damage or loss caused to any objects used for this purpose.																																	
Storm	A wind force of at least 7 on the Beaufort Scale.																																	
Sum insured	The insured amount specified in the policy for each insured section.																																	
Terrorism	Violent acts and/or behaviours, in the form of an attack or a series of attacks which are interrelated in terms of their timeframe and objective; and the deliberate spread of germs or pathogens and/or substances causing injury and/or damage to the health of, or causing death in, humans or animals and/or damage to objects, or that would otherwise harm economic interests, where it is probable that this attack or series of attacks or the spread of germs, pathogens and/or substances, respectively, has been planned (in an organisational context or otherwise) and/or executed with the objective of achieving specific political and/or religious goals.																																	
Uncertain incident	Incident whereby it is uncertain for the parties at the time of purchasing the insurance that the incident will result in insured loss, or will do so in the future under regular conditions.																																	

Wilful damage	<p>'Wilful damage' refers to:</p> <ul style="list-style-type: none"> <li>• Armed conflict: any event in which states or other organised entities engage in combat with one another (or at least where one side engages in combat with the other), using military force. This also includes frontline action by a Peacekeeping Force of the United Nations.</li> <li>• Civil war: a more or less organised, violent battle between inhabitants of the same state.</li> <li>• Insurrection: organised, violent protest occurring within a state, directed against the public authorities.</li> <li>• Domestic disturbances: more or less organised, violent acts occurring in various areas within a state.</li> <li>• Rioting: a more or less organised, local movement directed against the public authorities.</li> <li>• Mutiny: a more or less organised, violent movement of members of any armed power, directed against the authority by which they are governed.</li> </ul>
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## **Appendix II: Loss-of-use percentage following accidents**

Payout rate (in percentages)	For full loss of use
100	Loss of eyesight in both eyes
30	Loss of eyesight in one eye
70	Loss of eyesight in one eye if the insured party has already received a payment for the loss of eyesight in the other eye under this insurance policy
60	Loss of hearing in both ears
30	Loss of hearing in one ear
75	Loss of use of one arm
65	Loss of use of all fingers of the same hand
25	Loss of use of one thumb
15	Loss of use of one index finger
12	Loss of use of one middle finger
10	Loss of use of one ring finger
10	Loss of use of one little finger
70	Loss of use of one leg
10	Loss of use of one big toe
5	Loss of use of one toe other than a big toe
5	Loss of use of the spleen

10	Loss of use of one kidney
25	Loss of use of one lung
5	Loss of taste and/or smell
50	Loss of speech
20	Loss of all parts of the teeth, with prostheses not being an option
5	Loss of all parts of the teeth, with prostheses being an option

If the *insured party* has suffered a partial loss of use of one or more of the body parts or organs specified above, only the part of which they have lost use will be covered. For example: if the loss of use in one eye is 50%, half of 30% will be covered, i.e. 15%.

If the injured body part or organ is not listed in the table, the payout rate will be determined based on the level of disability caused to the body. We will do this on the basis of reports from medical experts. The level of disability will be determined in accordance with the guideline set out in the most recent edition of the *Guides to the Evaluation of Permanent Impairment* of the American Medical Association (AMA) and the guidelines of the Federatie Medisch Specialisten (Dutch Association of Medical Specialists).