

General Conditions House and contents insurance abroad (HIENN 0110)

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Article 1 Description of terms

In this policy, the following terms are defined as shown below:

1.1 Policy holder

The person who has taken out the insurance and who is indicated as such in the policy schedule.

1.2 The insured party

The insured party is deemed to be:

- the policyholder;
- every person with whom the policyholder lives as part of a family unit;
- any other person, insofar as this is stated in the policy schedule.

1.3 Building

Immovable property described as such, including:

- everything which forms part of this according to the generally prevailing opinion;
- all the related buildings which are intended to remain there permanently in accordance with their nature and furnishings, insofar these are not insured for separate sums; with the exception of the foundations, awnings and aerials, unless these are explicitly included in the insurance.

1.4 House

A building which serves exclusively as a private dwelling.

1.5 Contents

All the movable objects belonging to a private household, including mopeds, aerials, awnings and domestic pets, as well as tools used for salaried employment, but excluding:

- money and negotiable instruments;
- motorized vehicles other than mopeds, as well as caravans, trailers and vessels, including spare parts and accessories.

1.6 Audiovisual, computer, photographic and film equipment, optical instruments

The above-mentioned equipment, includes respectively:

- all video, sound, receiving and transmitting equipment (musical instruments are not included in this);
- all types of computer equipment;
- photographic and film equipment;
- optical instruments;

including the customary peripheral equipment and other material accessories.

1.7 Personal ornaments

Ornaments, including watches which have been made to wear on the body and which consist partly or wholly of a precious or other metal, rock, mineral, ivory (blood) coral or other such materials, as well as pearls.

1.8 Money and negotiable instruments

Money is defined as coins and banknotes, both in Dutch and foreign currency, which serve as a legal form of payment.

Negotiable instruments refers to all paper which is assigned a certain monetary value in social and economic life, including cash cheques, payment cards and credit cards.

1.9 Tenant's interest

The interest of the insured party as a tenant in the home where the contents are kept with regard to the changes, improvements and extensions made at his expense, such as central heating, kitchen and sanitary installations, panelling, parquet floors, sheds and fences.

1.10 Salvage costs

Costs incurred by the insured party in or after an event that is covered in connection with measures to prevent or reduce damages caused to the insured party as a result of that event.

Salvage costs do not include telephone expenses and travel expenses to and from the home outside the Netherlands.

1.11 Clearing up costs

Only the costs not already included in the evaluation of the damages of clearing and/or demolishing insured goods, insofar as this cleaning and/or demolition is the necessary result of damage covered by the policy.

1.12 Emergency provisions

The provisional measure that is considered reasonably necessary for or after an event that is covered that is carried out for the insured goods in expectation of the definitive repair of the damage to the insured goods caused by that event.

1.13 Reconstruction value

The costs of reconstruction in the same place and for the same purpose.

1.14 Sale value

The price of the house when it is sold, excluding the price for the land.

1.15 New-for-old value

The sum required to obtain new goods of the same type and quality.

1.16 Current market value

The new value with the deduction of a sum resulting from the reduction in value because of ageing or wear and tear.

1.17 Forcible entry

Gaining illegal access by forcible entry with visible damage to locks.

1.18 Insurers

W.A. Hienfeld B.V. and/or others by whom the insurance is also signed.

Article 2 Description of the cover

2.1 Insured interest

The interest of the insured parties named under 1.2 is insured (for the goods and costs described in the policy). Unless the interest of the tenant is insured separately (with a contents insurance), this is also deemed to be included under this insurance and the insured sum for the contents.

2.2 Scope of the cover

This insurance covers material damage to the goods described in the policy as indicated below.

2.2.1 For a house insurance:

caused by an event covered as indicated in 2.3.

2.2.2 For a contents insurance:

a. caused by an event in the house covered, as indicated in 2.3;

b. in other places, as indicated in 2.4.

2.3 Covered events

- a. Fire, as described in the "Further descriptions".
- b. Extinguishing fire.
- c. Lightning strike (not an electricity surge or induction without being struck by lightning).
- d. Explosion, as indicated in the "Further descriptions"
- e. Air traffic, as indicated in the "Further descriptions".
- f. Storm, as indicated in the "Further descriptions"; this cover also includes damage to the house caused by precipitation as a result of storm damage (with a residential home insurance).
- g. Precipitation (including rain, snow, hail or melt water)
 - which has penetrated the building/house unexpectedly as a result of leakage (or overflowing) from roofs, balconies, etc., gutters or drainage pipes from them, and/or
 - unexpectedly flowing from drainage pipes inside from roofs, balconies etc., or gutters.

This cover does not include:

- damage caused by precipitation which has penetrated in any other way, for example, via the ground floor, via the public highway or from underground;
 - damage caused by sewage or groundwater;
 - damage caused by poor maintenance of the building/ house;
 - costs of repairing the roofs and balconies, (insofar as this is necessary to remove the cause of the damage), roof guttering and drainage pipes.
- h. Water or steam, which has unexpectedly flowed from a water pipe, central heating, air conditioning or sprinkler system, or from pipelines and/or equipment connected to these systems, as well as water which has run from the above-mentioned systems and/or appliances. This cover does not include:
 - a. the costs of tracing and repairing a defect in a pipeline of these systems and appliances and the related breakage and repair work to the building/house;

- b. damage caused by water from the public sewerage system, also if this has penetrated the building/house via drainage pipes, sanitary and/or other appliances.
- i. (For house insurance): a burst water pipe, central heating, air conditioning or sprinkler system as a result of frost or any pipelines or appliances connected to these.
- j. (For contents insurance): water which has unexpectedly flowed from an aquarium. This cover also includes damage to the contents of the aquarium, as well as damage to the aquarium itself as a result of breakage.
- k. Water which has unexpectedly flowed from a waterbed.
- l. Oil which has unexpectedly flowed from a heating system connected to a chimney with the related pipelines and tanks.
- m. Smoke or soot which is suddenly expelled by a heating system connected to a chimney of the building/house.
- n. Theft or an attempt at theft.
- o. Vandalism committed by someone who has illegally entered the building/ house.
- p. Robbery with violence or extortion.
- q. Collision or sailing into the building/house. The provision mentioned in this article also applies if the covered events are the result of a defect in the insured goods, but taking into account the provision in 2.3.g about poor maintenance.

2.4 In other places

- a. In outbuildings belonging to the house and private (storage) areas inside against all the covered events.
- b. In common areas and business areas of the building present in which the house is located, against all the covered events, but as regards theft and an attempt at theft and vandalism, only if the area concerned was broken into.
- c. On balconies, galleries, in the garden or the yard, under lean-tos and on the outside of the house against all the covered events, with the exception of storm, precipitation, theft and an attempt at theft and vandalism. This provision also applies to awnings and aerials. The tenant's interest is covered in the places mentioned against all the covered events, but for all damage caused by storm, there is a deductible excess of € 225.00, unless the policy schedule indicates otherwise.
- d. In other places in the country where the contents are insured in accordance with the description in the policy schedule during a period of three consecutive months, if this concerns goods which will be taken (back) to this address within the period mentioned, after being taken from the address shown in the policy schedule or after the purchase respectively:
 - d.1 in permanently occupied houses, the outbuildings belonging to these and in (storage) spaces inside, against all the covered events;
 - d.2 in other areas in the building in which the houses indicated under d.1 are located, as well as in other buildings (not beach huts), against all the covered events, but as regards theft and an attempt at theft and vandalism, only if the building was entered from outside by forcible entry.
 - d.3. in other places, such as in the open air, tents, beach huts, vehicles and vessels, caravans and trailers, only against fire, fire extinguishing, lightning strikes, explosions, air traffic, violent robbery and extortion, as indicated under 2.3;

- d.3.1 in cars – provided they are securely locked – also against theft after breaking into the car; the restriction indicated under 2.7.2 applies to this;
- d.3.2 whilst moving house or during transport to or from a repair or storage place, also against an accident suffered by the means of transport, the chain slipping, lifting equipment or any other equipment used for loading or unloading becoming faulty.
- e. Anywhere else in the world, for a period of three consecutive months, if this concerns goods which will be taken (back) to this address within the above-mentioned period, after being taken from the address given in the policy schedule or after purchase respectively, against fire, fire extinguishing, lightning strikes, explosions and air traffic as indicated in 2.3.

2.5 Cover over and above the insured sum

No maximum.

2.5.1 salvage costs;

2.5.2 costs of expertise for assessing the damage and costs.

For house insurance up to a maximum of 10% of the insured sum for each part from 2.5.3. to 2.5.9 individually;

2.5.3 additional cover; 10% of the damage to be compensated in the house in pursuance of this insurance will be paid out under this cover;

2.5.4 the costs of creating and planting the garden belonging to the house against all covered events with the exception of storm, precipitation, theft or an attempt at theft and vandalism;

2.5.5 the costs of clearing up;

2.5.6 the costs of emergency measures;

2.5.7 extra costs of repairing the house which the insured party incurs by government order as a result of an event covered under 2.3;

2.5.8 loss of rent on the basis of the rental value of the house as a result of it being wholly or partly unusable because of an event covered under 2.3.

This cover also applies if the insured party lives in the house him/herself.

If the insured party does not rebuild or repair the house, the compensation takes place over a period of a maximum of ten weeks;

2.5.9 property of third parties in the house or in adjacent buildings, as well as those adjacent buildings themselves, against all covered events, but only if and insofar as the insured party is liable for damage to this as the owner of the house.

For a contents insurance up to a maximum of 10% of the insured sum for each part from 2.5.10 to 2.5.17.c individually:

2.5.10 the costs of creating and planting a garden belonging to the house against all covered events with the exception of storm, precipitation, theft or an attempt at theft or vandalism;

2.5.11 extra hotel and accommodation costs which the insured party incurs as a result of an event covered under 2.3;

2.5.12 the costs of the transport and storage of the insured goods as a result of an event covered under 2.3;

2.5.13 the costs of clearing up;

2.5.14 the costs of emergency measures;

2.5.15 contents of third parties in the house, but only and insofar as the insured party has taken on the expense for damage to this.

2.5.16 costs, insofar as these are at the insured party's expense of repairing or replacing appliances and/or systems of public (utility) companies in the house under the same conditions as the insured goods;

2.5.17 costs, insofar as these are at the insured party's expense as the tenant of the house, of

- a. the repair or replacement of wallpaper, plastering, paintwork and panelling in the house as the result of damage caused by an event covered under 2.3;
- b. the repair of damage to the house as a result of forcible entry or an attempt at forcible entry;
- c. repairing a defect to a water pipe, central heating, air conditioning or sprinkler system, and to pipelines and/or appliances connected to these systems, if that defect was the result of being cracked by frost.

Up to a maximum of € 1,000.00 for both parts, 2.5.18 and 2.5.19 individually (with contents insurance):

2.5.18 Money and negotiable instruments of the insured party and of third parties in his/her keeping, under the same conditions as the contents, insofar as no claim for compensation can be made for the damage caused by this in pursuance of a compensation arrangement of issuing institutions or on another basis. If regulations have been imposed for the use of negotiable instruments by the issuing institutions, the right to compensation for damage exists only if these regulations have been observed.

The cover for money and negotiable instruments of third parties held in the insured party's keeping applies only in the house inhabited by the insured party and in other places as indicated in 2.4.a and 2.4.b.

2.5.19 Vessels and trailers, as well as spare parts and accessories of motor vehicles, caravans, trailers and vessels of the insured party insofar as these are for private use and provided that they are present in the house or in outbuildings belonging to the house or in a private (storage) room inside that is present, against all covered events.

2.6 Additional building/rebuilding

During additional building/rebuilding of the house, the following are also insured under a house insurance:

- shed, lean-to, jetties, building materials and tools;
- clothes of those involved in the additional building/rebuilding; everything both in the house and on its site against damage caused by fire, fire extinguishing, lightning strikes, explosions and air traffic as indicated under 2.3, but to a maximum of the sum with which the insured sum exceeds the value of the house immediately before the event that is covered.

2.7 Restrictions

2.7.1 For all damage caused by a storm to an insured house, there is a deductible excess of 1‰ of the insured sum with a minimum of € 225.00.

2.7.2 The cover against theft after breaking and entering a securely locked car applies only to a maximum of € 225.00.

2.7.3 For house insurance, the cover for the house itself during the additional building/rebuilding of the house applies only for fire/fire extinguishing, lightning strikes and air traffic as indicated under 2.3.

2.7.4 For house insurance, the cover for the house itself while the house is left empty applies only for fire/fire extinguishing, lightning strikes and air traffic as indicated under 2.3.

2.8 Exclusions

2.8.1 Gold and silver objects, personal ornaments, furs, collections of stamps, coins and other collections, antique objects, paintings, audiovisual, photographic and film equipment, optical instruments and other objects of art and valuables are excluded from the insurance unless they are indicated in the policy for separate sums.

The following are also excluded:

2.8.2 Damage caused by nuclear reactions, disturbances, earthquakes, volcanic eruptions and flooding as indicated in the "Further descriptions"; however, damage caused by fire and explosions as the result of flooding is covered;

2.8.3 Damage caused by theft or an attempt at theft and vandalism as long as the house is wholly or partly occupied by squatters or the house is largely or wholly empty or it is expected to be empty for a consecutive period of more than two months and is no longer being used (for house insurance).

2.8.4 Damage to any interest for which a special insurance has been taken out, such as an insurance for (domestic) electronic equipment, valuables, travel luggage, moped or bicycle or glass, irrespective when this was taken out;

2.8.5 Damage to any interest of a person other than the insured party, for which the owner concerned did not take out an insurance him/herself.

2.8.6 Damage as the result of the abuse of a pass with a pin code.

2.8.7 Damage caused in any way, if the insured party deliberately gives an incorrect description of matters or makes an untrue statement with regard to the notification and/or dealing with this damage.

Article 3 Damage

3.1 Obligations of the insured party

On penalty of losing her/his rights arising from the policy, the insured party is obliged:

- to inform the insurers immediately of any event which could lead to an obligation for the insurers to pay compensation for damages;
- to provide the insurers as soon as possible with all the information and documents that are relevant;
- to make a statement to the police immediately in the case of theft of an attempt at theft, vandalism, robbery with violence or extortion;
- if required, to present the insurers with a statement in writing and signed by the insured party regarding the cause, reasons and scope of the damage;
- to strictly follow the instructions of the insurers;
- to cooperate fully with the damage arrangements and refrain from anything which could harm the interests of the insurers;
- for risks outside Europe in the case of a disturbance molested, to demonstrate that the damage is not a direct or indirect result of this; this is in deviation from the Further description of disturbances.

3.2 Expert assessment

The damage and costs caused in an event that is covered are assessed in consultation with the policyholder by an expert appointed by the insurers.

If the insurers or the policyholder wish this to be assessed by two experts, they appoint one expert each. In the case of a difference of opinion, the two experts together appoint a third expert who will make a binding decision within the limits of the figures indicated by them.

3.3 Assessing the size

3.3.1

The size of the damage to the house and, subject to the provision under 3.3.4, the contents, is assessed on the basis of the difference between the value immediately before and immediately after the event, taking into account the provisions of 3.3.2 and 3.3.3.

3.3.2

The starting point for the house is:

- a. the rebuilding value, if the insured party rebuilds or repairs the house in the same place and for the same purpose within three years, and also on condition that the insured party has sent notification of the rebuilding or repair in writing within one year after the date of the damage;
 - b. the sale value, if the rebuilding or repair mentioned under a. is not carried out, or if even before the damage:
 - the insured party intended to demolish the house;
 - the house was destined to be demolished or appropriated;
 - the house had been declared uninhabitable or unusable by official authorities.
- In each case, the starting point is the rebuilding value if this is lower than the sale value.

3.3.3

For the contents, the starting point is the new value, except for:

- a. goods of which the current market value is less than 40% of the new value;
- b. goods which are no longer used for the purpose for which they were intended;
- c. mopeds and insofar as they are also covered, other motor vehicles, caravans, trailers and vessels, as well as spare parts and accessories;
- d. goods of third parties which the insured party has in his keeping on the basis of a rental agreement;
- e. goods for which the insurance applies according to the current market value in pursuance of the policy schedule; in the case of damage to the goods referred to under a. to e., the starting point is the current market value;
- f. goods with a value based on antiquity or rarity; in the case of damage to these goods, the starting point is this value.

3.3.4

If the damaged movable objects can be repaired, the damage is assessed on the basis of the sum of the repair costs, increased by the reduction in value caused by the damage which cannot be removed by the repair, but no higher than the sum determined in accordance with 3.3.1 or 3.3.3.

3.4 Underinsurance

If the insured sum is lower than the value used for the starting point for the settlement of the damages, the compensation for the damage and costs that has been assessed applies in the ratio of the insured sum to the value immediately before the event and up to the applicable maximum. The costs of expertise for assessing the damage and costs are fully reimbursed, also in the case of underinsurance.

3.5 Payment

After assessing the damage to the house in terms of the rebuilding value, the insurers have the right to first make a payment of 50% of the compensation for damages calculated for the rebuilding value or of 100% of the compensation for damages calculated on the basis of the sale value if this is less. The payment of the possible remainder will take place after the repair or rebuilding has been completed, with the proviso that the total payment for damages shall not amount to more than the costs actually incurred. If the insured party has a right to compensation for damages calculated

on the basis of the sale value, the compensation for damages calculated in this way is paid out in one instalment.

3.6 Payment

- a. The compensation for damages that is due shall be paid within four weeks after the insurers have received all the necessary information. The insurers are not obliged to pay the compensation for damages until after the end of the period indicated for complying with its obligation.
- b. In the case of damage to goods of third parties, the insurers can pay compensation directly to these third parties.
- c. The compensation for damages shall be paid out in the Netherlands in Dutch currency, taking into account the conversion rate on the date of payment, unless, there are reasonable reasons for deviating from this.

3.7 Other insurances

The compensation for damages which is at the expense of a. in pursuance of this policy, shall be paid by it, even if it could appeal to legal provisions leading to a reduction of its liability because of insurances that apply elsewhere. However, in that case the insured party is obliged to transfer his/her rights with regard to the other insurers to the insurers up to the sum of that reduction, if required.

3.8 Expiry period

If the insurers have made (an offer of) payment as a final settlement or have definitely rejected damages, the insured party can dispute this point of view within one year after being informed of it. After that year, every right in relation to the insurers expires with regard to that event.

Article 4 Payment and repayment of premium

4.1 Payment

The policyholder must pay the premium, costs and insurance tax in advance within 30 days of them being due.

The insurance does not cover events which take place:

- after the expiry of the above-mentioned 30-day period without the premium, costs and insurance tax having been paid;
- if the policyholder refuses to pay the premium, costs and insurance tax.

In these cases no further notification of default is required from the insurers. The policyholder continues to be obliged to pay the premium, costs and insurance tax.

The insurance enters into effect again for events which take place after the day on which the premium, costs and insurance tax have been received by the insurers.

4.2 Repayment

Upon the termination of the insurance the policyholder has the right to the repayment of the premium for the period for which the insurance is no longer effective, with the deduction of cancellation costs.

Article 5 Revision of rates and/or conditions

5.1 Revision

If the insurers revise their rates and/or conditions for insurances of the same sort as this one, they have the right to adapt this insurance to these new rates and/or conditions. If they wish to make use of this right, the insurers shall announce the amendment in advance.

5.2 Right of refusal

The policyholder has the right to refuse the amendment to the new rates and/or conditions if the amendment leads to an increase in the premium and/or a restriction of the cover, unless these amendments arise from a legal regulation or provision. If the policyholder wishes to make use of this right, he/she must inform the insurers of this in writing before the end of a period of one month after the announced date of the amendment.

In that case the insurance ends on the announced date of amendment or at the time of refusal if the refusal takes place after that date.

5.3 Continuation of the insurance

If the policyholder has not made use of the right referred to in 5.2, he/she is deemed to have agreed to the amendment. In that case the insurance is continued with the application of the new rates and/or conditions.

Article 6 Change in the risk

6.1 Change in the risk

The policyholder is obliged to inform the insurers in writing as quickly as possible, but certainly within two months, of:

1. moving the contents to another address (for contents insurance);
2. change of use, nature of construction or cover of the house, as described in the policy schedule (for house insurance);
3. the fact that the house
 - is wholly or largely empty and/or
 - is out of use during a consecutive period which will last or is expected to last for longer than two months, and/or
 - is wholly or partly occupied by squatters, unless the policyholder was not aware and could not reasonably have been aware of one of the above-mentioned changes.

6.2 Continuation after a change in the risk

- a. The insurance is continued under the same conditions and for the same premium, unless the insurers inform the policyholder within two months after receiving the notification referred to in Article 6.1 that they will make use of the right not to continue the insurance under the same conditions and for the same premium.
- b. In that case the insurance ends one month after the insurers have sent this notification, unless the parties agree on the continuation of the insurance under new conditions and/or

for a changed premium. As long as the insurance has not ended and as long as the continuation has not been agreed upon, the original cover remains in force in full.

- c. However, in the case that the contents are moved to a building that is not a domestic house, damage resulting from theft or an attempt at theft or vandalism is only covered for a period of two months if the building was forcibly entered.

6.3 Suspension after a change in the risk

6.3.1

If the policyholder fails to inform the insurers promptly in accordance with the provisions in 6.1, the cover is suspended immediately after the expiry of the period of two months indicated in that article, unless the insurance would also have continued under the same conditions and for the same or a lower premium after the notification.

In the case of suspension, the policyholder continues to be obliged to pay the premium, costs and insurance tax.

If the insurers would have continued the insurance under different conditions and/or for a higher premium, the cover for this enters into effect immediately after the parties have agreed on the continuation under new conditions and/or for an amended premium.

6.3.2

If damage occurs while the cover is suspended, matters will proceed, on condition that the continuation has already been agreed upon, as though the cover was already in effect at the time of the damage, in accordance with the new conditions; however, any payment for damages shall in that case be calculated in the same ratio that applied between the premium which applied before the suspension and the premium which applied after the amendment, if this is higher.

The provision of this article cannot lead to an extension of the agreement or the restriction of the possibility of termination on another basis.

Article 7 Start and end of the insurance

7.1

The time at which the insurance starts and ends is twelve noon on the starting and ending date respectively.

7.2

The insurance ends:

- a. if the policyholder gives notice at the end of the insurance period indicated on the policy schedule, provided the notice is sent to the insurers in writing, taking into account a period of at least two months and the notice is not revoked before the end date that is indicated;
- b. if the insurers give notice by the expiry date of the premium, provided the notice is sent in writing, taking into account a period of at least two months;

- c. as soon as the insured interest has been transferred by means of sale or in any other way, unless the insurers agree to continue the insurance, possibly in an amended form, with the new interested party afterwards as well;
- d. if the policyholder refuses the amendment of the insurance with new rates and/or conditions in accordance with the regulation referred to under 5.1, or if a case of termination arises as described in Article 6.

Article 8 Additional policy provisions

8.1 Indexation

The insured sums with regard to the house and contents are indexed annually by the premium expiry date.

8.2 Personal registration

The personal data provided in the context of this insurance and any personal data to be presented at a later date can be included in the personal registration carried out by the insurers. A privacy regulation applies to this registration.

8.3 Applicable law

Netherlands law applies to this insurance.

8.4 Complaints

Complaints arising from this insurance agreement or the application prior to this can be presented to:

- the board of directors of W.A. Hienfeld B.V., Postbox 75133, 1070 AC Amsterdam;
- Klachteninstituut Financiële Dienstverlening (KiFiD), Postbox 93257, 2509 AG The Hague

Further descriptions

Fire

This refers to a fire caused by combustion accompanied by flames outside a hearth which is capable of spreading spontaneously. For example, the following are not included as fire:

- scorching, singeing, melting, carbonizing, heating up;
- the burning of electrical appliances and engines;
- overheating, burning, breakage of ovens and kettles.

Explosion

Damage caused by explosion refers to the whole or partial destruction caused immediately by a sudden forceful manifestation of energy from gases or vapours, taking into account the provisions below. If the explosion occurs within a barrel – whether or not this is sealed – the requirement of a sudden manifestation of energy is complied with if the wall of the barrel is ruptured in such a way under the pressure of the gases or vapours inside it (irrespective of how these gases or vapours arose, and irrespective of whether they were already present before the explosion or only developed during it) that the pressures inside and outside the barrel resulting from the expulsion of

gas, vapour or liquid from the opening caused by the rupture have suddenly become equal. If this is not the case, or if the explosion occurs outside a barrel, the sudden forceful manifestation of energy must have been the immediate effect of gases or vapours which developed or expanded as a result of a chemical reaction of solid, liquid, gaseous or vaporous substances or a mixture of these.

In the case of the partial or entire destruction of the insured goods by explosion, the damage to the insured goods is also covered which can be identified as a result of the destruction. In the case of the partial or complete destruction of other goods by explosion, the damage to insured goods which was caused as a result of being in the proximity of the destruction is also covered.

N.B.: The text of this clause and the related explanation was registered with the Clerk of the Court of the District Court in Utrecht by the Association of Fire Insurers in the Netherlands on 5 April 1982 under number 275/82.

Air traffic

Damage caused by air traffic refers to damage caused by being struck by or the explosion of:

1. an aircraft or spacecraft that is either taking off, flying, landing or falling;
2. a projectile, explosive device or other object that is attached to this, but has become separated, thrown out or fallen from it;
3. any other object that has been struck by any object referred to under 1 or 2.

Storm

This refers to a wind force with a wind speed of at least fourteen metres per second.

Nuclear reactions

1. This refers to nuclear reactions, irrespective of how these were caused.
2. The exclusion with regard to nuclear reactions does not apply with regard to radioactive nuclides which are outside a nuclear installation and are used or intended to be used for industrial, agricultural, commercial, medical, scientific, educational or (non-military) security purposes, provided there is a license issued by a state authority in force (insofar as this is required), for the manufacture, use, storage, and disposal of radioactive materials. A "nuclear installation" refers to a nuclear installation in the sense of the Nuclear Accidents (third party) Liability Act (Bulletin of Acts and Decrees, 1979-225), as well as a nuclear installation on board a ship.
3. Insofar as a third party is liable for the damage that is suffered according to any law or any treaty, the provision in paragraph 2 does not apply.

Disturbances

Damage caused by disturbances refers to damage caused by or arising from an armed conflict, civil war, insurgency, civil commotion, uprising and mutiny.

The insurers must prove that the damage was directly caused by or arose from one of the incidents referred to in the previous paragraph.

N.B. The six forms of disturbances referred to above, as well as the definitions of these forms of disturbances, are part of the text which was deposited by the Association of Insurers with the Clerk of the Court of the District Court of The Hague on 2 November 1981.

Earthquake and volcanic eruption

Damage caused by an earthquake or volcanic eruption refers to damage caused by the consequences of the earthquake or volcanic eruption that have revealed themselves, in or near the place where the insured object is located, either during the time at which this occurred or within 24 hours after this, unless the insured party proves that the damage cannot be attributed to one of the phenomena mentioned above.

Flooding

Damage caused by flooding refers to damage caused by flooding as a result of the collapse or overflowing of dykes, quays, locks or other water defences, irrespective of whether the flooding was the cause or the result of an event covered by this policy.