

## Purchase Protection 365 days Policy Conditions



### Inhoud

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## Point of attention

### **Abuse of trust, fraud**

Trust is one of the basic principles of the insurance business. Trust is essential when it comes to providing security. This trust is sometimes abused by committing fraud, for example by misstating facts when entering into an insurance agreement or filing a claim for damages. Whenever fraud occurs, Chubb European Group SE takes a number of measures, such as:

- terminating the insurance;
- filing a report with the police;
- reporting the personal data to the usual warning systems (including the Central Data System);
- reclaiming any damages already paid or yet to be paid as well as any expenses incurred and yet to be incurred by Chubb European Group SE. Chubb European Group SE is a signatory to the Insurance Sector Fraud Protocol drawn up by the Dutch Association of Insurers and duly applies its regulations.

## Definitions

### **Earthquakes, or damage caused by earthquakes:**

Damage that is the result of an earthquake and occurs at the time of the earthquake as well as in the 24-hour period after the consequences of an earthquake become visible in or in the vicinity of the location where the insured item of property is situated.

### **Chubb European Group SE:**

Chamber of Commerce Rotterdam No 24353249  
Marten Meesweg 8, 3068 AV Rotterdam  
PO Box 8664, 3009 AR Rotterdam  
Customer service: 0800 225 5223

### **Nuclear reactions:**

Any nuclear reaction as a result of which energy is released, such as nuclear fusion, nuclear fission or artificial and natural radioactivity.

### **Forcible entry:**

Gaining unlawful access by breaking locks etc., as a result of which visible damage is caused.

### **Card:**

A business credit card issued by International Card Services.

### **Computer:**

A computer, laptop, tablet and the like.

### **Current market value:**

The market value of the insured items in the state they were in the moment immediately before the event.

### **Fraud:**

Deceit practised deliberately and on improper grounds and in improper ways with a view to obtaining, or in an attempt to obtain, compensation (including compensation of expenses), cash payment for repairs to which payments the insured person is not entitled, or attempting to obtain insurance cover under false pretence.

### **Event:**

An event or a series of related events, as a result of which damage is caused. The event must have occurred during the insurance period.

### **International Card Services:**

International Card Services B.V. trading under the name International Card Services  
Chamber of Commerce Amsterdam No 33200596  
Wisselwerking 58, 1112 XS Diemen  
PO Box 46, 1100 AA Diemen.

**Acts of war:**

1. Armed conflict:  
any situation in which states or other organised parties are involved in a one-sided or mutual conflict with the help of military means. Armed conflict shall also be taken to mean military actions by a UN Peacekeeping force.
2. Civil war:  
a more or less organised state of violence between citizens of one and the same state, involving a major part of those citizens.
3. Uprising:  
organised violent resistance within a state, directed against the public authorities.
4. Internal disturbances:  
more or less organised violent acts, occurring in several places inside a state.
5. Riots:  
more or less organised local violent actions, directed against the public authorities.
6. Mutiny:  
a more or less organised violent movement by members of the armed forces, directed against constituted authority.

**Replacement value:**

The amount for which new items of the same type and quality can be purchased.

**Flooding:**

Flooding resulting from the breaking or overflowing of dikes, quaysides, locks or other flood barriers, regardless as to whether the flooding was the cause or the effect of an event covered by the insurance. Flooding shall also be taken to mean water escaping from cracks, holes or other damaged sections in flood barriers.

**Jewellery:**

- Items that have been manufactured in order to be worn on or to the body and either in whole or in part are made of metals, or precious metals, stones or gems, minerals, ivory, coral, or red coral, and pearls;
- watches.

**Insurer:**

Chubb European Group SE is a company subject to the French Insurance Code (Code des Assurances) with registration number 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has a fully paid-up share capital of €896,176,662 and is subject to supervision by the 'Autorité de contrôle prudentiel et de résolution (ACPR) 4, Place de Budapest, CS 92459, 75436 PARIS CEDEX 09. Chubb European Group SE, Dutch branch, Marten Meesweg 8, 3068 AV Rotterdam, is registered with the Chamber of Commerce Rotterdam under number 24353249. In the Netherlands it is also subject to supervision by the Authority for the Financial Markets (AFM).

**The insured person:**

The Cardholder registered with International Card Services on the basis of the conditions applicable to his Card. In the conditions the insured person is referred to as 'he', 'him' or 'his', which may also be read as 'she' and 'her' respectively.

**Insured amount:**

The amount listed in the conditions as the maximum amount to be paid out.

**Volcanic eruptions, or damage caused by these:**

Damage that is the result of a volcanic eruption and that has occurred at the time when a volcanic eruption manifests itself, as well as in the 24-hour period after the consequences of an earthquake become visible in or in the vicinity of the location where the insured item of property is situated.

**Valuable items:**

1. jewellery;
2. film equipment, photographic equipment, audio-visual equipment, hi-fi equipment and video equipment;
3. computers;
4. telecommunication equipment (including mobile phones and smartphones);
5. fur;
6. works of art.

**Item of property:**

An item of movable property.



## Conditions

### Article 1. General provision

1.1 The Purchase Protection Insurance is governed by the Definitions and the Conditions.

### Article 2. The insurance agreement

2.1 An insurance satisfies the requirements of uncertainty as referred to in article 725 of Book 9 of the Dutch Civil Code, if the damage for which compensation is claimed by the insured party is the result of an event of which it was uncertain for the insured person and Chubb European Group SE at the time of the conclusion of the insurance that, as a result of that event:

- damage had arisen or
- was yet to arise for the insured person according to the normal course of circumstances.

### Article 3. Area of validity

3.1 The insurance is valid worldwide.

### Article 4. Commencement and term of the insurance

4.1 The Extended Purchase Protection Insurance is valid for a period of 365 days from the date of purchase of an item of property.

### Article 5. Termination of the insurance

Except if otherwise agreed with the insured person by Chubb European Group SE, the insurance will end:

- 5.1 with immediate effect if the validity of the Card as defined in the conditions of the Card ends;
- 5.2 with immediate effect for the insured person if he moves abroad;
- 5.3 with immediate effect for the insured person if he resides abroad for a period exceeding six consecutive months;
- 5.4 if terminated in writing by the insured person (in the event that the insurance has been taken out separately by the insured person and is not linked to the Card). The insurance will in that case end 30 days from the date of the insured person's termination letter. If the policyholder wishes the insurance to end on a later date, he may so indicate in the termination letter. The insurance will in that case end on the date referred to in the termination letter.
- 5.5 if the insured person has committed fraud regarding an event or an event of damage, or has deliberately misstated the facts regarding such an event. In the event of fraud committed by an insured person Chubb European Group SE will be entitled to also terminate other insurances taken out with them with immediate effect. The insurance/insurances will end on the date mentioned in the termination letter. The time at which the insurance will end is 00:00 hours.

### Article 6. Extent of cover

- 6.1 Chubb European Group SE provides cover to the insured person against theft and loss of or damage to his item of property, provided it has in advance been paid for with the Card and the amount in question will be or has been charged to the insured person's Card account.
- 6.2 Purchases made with the Card are insured to a maximum of € 2,500 per purchase. For computers and tablets the insured amount is limited to € 750 per purchase per year. For telecommunication equipment, including mobile phones and smartphones, the insured amount is limited to € 250 per purchase per year. Per Card Chubb European Group SE will never pay out more than € 7,500 per calendar year. The total amount paid out per Card during the total term of a Card shall never exceed € 25,000.
- 6.3 When valuable items of property and accessory equipment are left behind in a vehicle or vessel, the maximum insured amount is 50% of the amount paid with the Card, or, if applicable, of the amount listed in article 2. This limitation does not apply to a camper van or caravan that has been parked at a camping site and was used as accommodation at the time of the event. The exclusions listed in article 7 remain applicable in full.



## Article 7. Exclusions

No cover is provided by Chubb European Group SE for theft, loss or damage

7.1 caused by or connected with:

- a. acts of war;
- b. nuclear reactions;

The exclusion for nuclear reactions does not apply:

- if these relate to radioactive nuclides outside a nuclear plant.
- These nuclides must be used or intended for use for industrial, commercial, agricultural, medical, educational, scientific purposes, or non-military security purposes and
- if a permit has been issued by the authorities for the production, use, storage and disposal of radioactive materials. To the extent that by law a third party is liable for the damage sustained, the exclusion will remain in force. 'Law' shall be taken to mean the Nuclear Accident Liability Act (Wet Aansprakelijkheid Kernongvallen) (Bulletin of Acts and Decrees (Staatsblad) 1979-225). This act sets out the special legal regime applicable in the field of nuclear energy. 'Nuclear plant' shall be taken to mean a nuclear plant within the meaning of the law or on board a ship;

- c. an earthquake, flooding or a volcanic eruption;
- d. confiscation pursuant to a government order;

7.2 a. which is capable of being recovered under an existing warranty, supply contract or the repairer's and/or trader's insurance;

b. which is covered by one or more other insurances, or would be covered if this insurance had not existed. In such cases cover is provided by Chubb European Group SE only for the difference between the insured amounts;

c. for which compensation is already paid by law or by virtue of another facility.

In these cases Chubb European Group SE will provide cover only for the amount of the damage in excess of the amount which may be claimed elsewhere by the policyholder or the insured person;

7.3 that has been caused wilfully, or with the consent of an insured person. This exclusion does not apply for the insured person who demonstrates that the circumstances referred to in his case are beyond his control;

7.4 if the insured party commits fraud in respect of an event or an event of damage or deliberately provides false or incomplete information, either directly or indirectly;

7.5 if the insured person is involved in wilfully committing or taking part in a criminal offence/illegal activities or attempts to do so;

7.6 if the insured person is knowingly present at or involved in a hijacking, strike or act of terrorism;

7.7 if the insured person has consumed alcohol and the blood alcohol level or breath alcohol level exceeds the legal limit;

7.8 if the insured has used medicinal products, intoxicating substances, sedatives or stimulants.

This exclusion does not apply if:

- the use is in accordance with a prescription issued by a physician or dispensing chemist and
- the package leaflet does not contain a warning that the use of the drug slows down the reaction time;
- the above-mentioned substances were administered against the will or without the knowledge of the insured person;

7.9 during transport and transshipment of items of property. Chubb European Group SE will not provide cover either for items that have been seized or confiscated during transport and transshipment.

This exclusion does not apply

- during transport by the insured person himself;
- if the items that are the property of the insured person are carried by ship, bus, train or plane and the insured person himself accompanies the transport in question;

7.10 if the insured person:

- has failed to exercise ordinary care to prevent such damage from occurring and/or
- could have taken better measures to prevent such damage from occurring;
- has left items unattended in a room that was not properly secured.

Better measures shall in any case include:

- storing items that have to be left unattended in a properly secured room;
- while travelling: taking the baggage to the accommodation for a single night;

7.11 in the case of valuable items, if the insured person does not carry these items with him as hand luggage when using his own means of transport or when travelling by ship, bus, train or plane, and the items are not in the direct, personal custody of the insured person or any of his fellow-travellers. The identity of this fellow-traveller must already have been known to the insured person before the start of the trip;



7.12 if the insured person leaves items unattended in or on a camper van or caravan;

This exclusion does not apply if:

- the item was stolen from a camper van or caravan that was used as accommodation at the time of the theft
- the camper van or caravan was properly locked and
- the camper van or caravan shows traces of forcible entry and
- the camper van or caravan is parked on a camping site and
- the items were locked away as set forth in 13 below and
- the insured person could not have taken more adequate measures to prevent the theft;

7.13 if the insured person leaves items behind unattended in a vehicle or vessel (other than specified in 12). This exclusion does not apply if the items were stored in a properly secured compartment of a vehicle or vessel in such a manner, that they could not be seen from outside, but only if the vehicle or vessel shows traces of forcible entry and the insured person could not have taken more adequate measures to prevent the theft. A properly secured compartment of a vehicle or vessel shall be taken to mean:

- a. the separate boot of a passenger car that has been properly locked;
- b. the boot or loading space of an estate car or a passenger car with a third or fifth door, covered with a rear shelf, a roll-top cover or any other proper facility;
- c. the interior of a camper van, kombi, van, vessel or caravan;
- d. a properly locked roof box or ski box. These must have been fitted on or to the motor vehicle in such a manner, that they may not easily be removed.

This exclusion does not apply either if:

- the theft occurred during a short break in the outbound journey from the place of domicile to the intended destination or vice versa and
- the vehicle or vessel was properly locked and
- the vehicle or vessel shows traces of forcible entry;

7.14 caused as a result of inherent vice, any defect and/or wear and tear;

7.15 consisting in imperfections or disfigurements that do not affect the use;

7.16 of the following items of property:

- a. vehicles and vessels (including bicycles) plus related items, such as:
  - outboard motors and auxiliary motors;
  - accessories and parts;
  - integrated communication equipment, audio-visual equipment, hi-fi equipment, transmission equipment, navigation and/or computer equipment;
- b. aircraft, including parachutes and gliding parachutes, plus accessories, parts and other related items;
- c. valuable papers, credit cards, bank cards, cash point cards and telephone credits;
- d. manuscripts, notes and drafts;
- e. merchandise and sample collections;
- f. subscriptions, gift tokens, season tickets, admission tickets, passes, passports, visas, tourist cards, identity cards, green cards, carnets, vehicle registration documents, driving licences, travel documents or other negotiable papers;
- g. animals and plants;
- h. money. Money shall be taken to mean current coins, banknotes, chip card balances and cheques collected by unauthorised persons;
- i. contraband;
- j. items that were unlawfully obtained by the insured person.

#### **Article 8. Excess**

8.1 An excess of € 50 per event applies.

#### **Article 9. Obligations in the event of damage**

9.1 Reporting the damage

As soon as the insured person is aware or should be aware of an event that may lead to an obligation on the part of Chubb European Group SE to pay out under a claim, he must report the event in question to Chubb European Group SE at the earliest possible moment and send Chubb European Group SE a fully-completed and signed claim form. The claim form can be completed at [www.chubbclaims.nl](http://www.chubbclaims.nl). Contact can also be made at [beneluxclaims@chubb.com](mailto:beneluxclaims@chubb.com) or by calling +31 (0)10 2893 545.



## 9.2 Provision of information

The insured person is obliged to send Chubb European Group SE, or any expert(s) whose services may have been engaged by Chubb European Group SE, as soon as possible all the original documents, data and papers that are of importance to Chubb European Group SE with a view to assessing its obligation to pay compensation. The information provided by the insured person will be used by Chubb European Group SE in order to determine the extent of the compensation and the entitlement to payments.

## 9.3 Cooperation

### a. The insured person is obliged:

- to observe the instructions provided by Chubb European Group SE or the experts appointed by them;
- to fully cooperate in the settlement of the damage and the relevant investigations;
- to refrain from doing anything that might harm the interests of Chubb European Group SE
- to do all that is reasonably possible to prevent or reduce the damage;
- to report a theft or loss that has occurred in a hotel or apartment to the manager or the person charged with the management. The original written copy of this report must be sent to Chubb European Group SE by the insured person;
- in the event of an item having been stolen, lost or damaged while the insured person was travelling by public transport, to report this event to the relevant employee of the transport company immediately after its discovery, which includes as soon as the insured person has returned home. A transport statement is to be drawn up of this report. The original statement must be sent to Chubb European Group SE by the insured;
- to prove possession, the value and the age of an item with the help of the original receipt plus the statement of account of the Card that lists the purchase of the item;
- to present the damaged article to Chubb European Group SE if so requested by Chubb European Group SE;
- to notify Chubb European Group SE at once if items that have been reported stolen, lost or missing have been retrieved within 90 days from the day the damage occurred.

b. If items that have been reported stolen, lost or missing are retrieved within 90 days from the day the damage occurred, these may be kept by the insured person, provided he repays to Chubb European Group SE the amount in compensation that was paid to him by Chubb European Group SE under the claim.

c. If an event occurs that may cause Chubb European Group SE to be liable for payment of compensation, the insured person shall refrain from making any representations about any responsibility or liability, nor make any payments or settlements, or commitments thereto.

d. In the event of theft, loss, embezzlement or any other punishable offence the insured person shall without delay report this to the police. If abroad, the insured person will have to make the report to the local police. Proof of the event having been reported must be sent to Chubb European Group SE by the insured persons as soon as possible.

e. If requested by Chubb European Group SE, the insured person will have to transfer his rights to an item that has been stolen or lost to Chubb European Group SE.

## 9.4 Sanctions in the event of non-compliance with any of the obligations. No rights whatsoever may be inferred from the insurance by the insured person, if he fails to comply with one or any of these obligations and, as a result,

- a. has harmed the interests of Chubb European Group SE and/or
- b. by so acting intended to mislead Chubb European Group SE. This does not apply if the misleading does not justify the cancellation of rights.

## **Article 10. Assessing the damage to the insured item(s) of property**

### 10.1 In the event of damage to or loss of the insured item(s), the extent of the damage will be determined:

- in consultation with the insured person or
- by an expert appointed by Chubb European Group SE

In the event of a dispute with the expert appointed by Chubb European Group SE, the insured person will be free to appoint an expert himself. In case those two experts fail to reach agreement on the amount of the damage, they will in advance appoint a third expert. The third expert will consult with the other two experts and will subsequently make a binding decision on the amount of the damage within the limits of the amounts determined by the other experts. All of the above-mentioned experts must have agreed to observe the 'Gedragcode Expertiseorganisaties' (Loss Adjustment Organisations Code of Conduct) and must be members of the NIVRE (Dutch Institute of Loss Adjusters). Chubb European Group SE will pay for the fees and expenses of all experts, except when they have refused to observe the above-mentioned code of conduct. The fees and expenses of the expert appointed by the insured person will be paid for by Chubb European Group SE to an amount not exceeding that of the fees and expenses of the expert appointed by Chubb European Group SE. If necessary, Chubb European Group SE will pay the costs in excess of the applicable insured amount.



#### **Article 11. Benefits/periods**

- 11.1 Chubb European Group SE will reimburse the damage to the insured person within 4 weeks from having received all the information that relates to the damage and is relevant to Chubb European Group SE with a view to assessing the damage. No statutory interest is owed by Chubb European Group SE within this period.
- 11.2 Any claim for compensation against Chubb European Group SE shall lapse 36 months after it became known to the insured person that a claim was due and payable.
- 11.3 The insured person or his authorised representative will be notified by Chubb European Group SE once that party has reached its final decision regarding a claim for payment. A final decision means:
- a. dismissal of the claim for compensation or
  - b. compensation, or an offer of compensation, by way of a final settlement.
- The insured person is free to dispute the position adopted by Chubb European Group SE. He should do so within a period of 36 months. This period commences on the day the entitled person or his authorized representative has learned of the position adopted by Chubb European Group SE. After this period the claim for compensation shall become time-barred.

#### **Article 12. Settling with the insured person**

- 12.1 Chubb European Group SE will settle the damage direct with the insured person that sustained the damage, except when agreed otherwise with Chubb European Group SE;
- 12.2 If the damage was sustained by the recipient of a gift covered by the insurance, Chubb European Group SE will pay out to the insured person that purchased the gift.

#### **Article 13. Assessing the value of an item of property**

The following will be assumed by Chubb European Group SE regarding the value of an item prior to the covered event:

- 13.1 the replacement value in the event of the damage having occurred in a period of a maximum of 180 days between the date of the damage and the date the item was purchased;
- 13.2 the current market value in the event of the damage having occurred in a period of 181 until 365 days from the date the item was purchased.

#### **Article 14. Compensation in the event of damage**

- 14.1 Compensation in the event of damage to or the loss of an item of property:  
The following are paid by Chubb European Group SE:
- a. In the event of damage to the insured items the repair costs. By way of derogation Chubb European Group SE reimburses the value as determined in article 13 if:
    - repair proves impossible, or
    - the repair costs exceed the value as determined in article 13;
  - b. In the event of loss of the insured items: the value as determined in article 13.  
Chubb European Group SE will deduct the excess from the amount paid out.
- 14.2 Damage to or loss of insured items forming part of a set. In the event of damage to or the loss of insured items forming part of a set, Chubb European Group SE, when determining the value in accordance with paragraph 1, will depart from the value of the pair or the set in its entirety, but only if those items are of no use individually and are incapable of being replaced separately.
- 14.3 Maximum amounts paid out.
- a. Chubb European Group SE never pays out more than the purchase price that was paid for the item as specified in the Card's statement of account.
  - b. The amount paid out for items that were in part paid for with the Card will be calculated by Chubb European Group SE on a pro rata basis in relation to the full purchase price.
  - c. Per insured person Chubb European Group SE will never pay out more than € 7,500 per calendar year, while the amount paid out throughout the entire period the Card is held shall never exceed € 25,000. This includes damage in relation to gifts. This provision applies irrespective of the number of Cards held by the insured person.





## **Article 15. Terrorism cover with the Nederlandse Herverzekingsmaatschappij voor Terrorismeschaden N.V. (NHT)**

### 15.1 Definitions

In this article and the provisions based thereupon, the following terms shall have the following meanings assigned to them, unless stated otherwise:

#### a. Terrorism:

Any violent acts and/or conduct - committed outside the scope of one of the six forms of acts of war (see the Definitions) as referred to in 3:38 of the Financial Supervision Act (Wet op het financieel toezicht) - in the form of an attack or a series of attacks related in time and intention, as a result of which injury and/or impairment of health, resulting in death or otherwise, and/or damage to property arises or any economic interests is otherwise harmed, in which case it is likely that said attack or series of attacks - in any organisational context or otherwise - was planned and/or carried out with a view to realizing certain political and/or religious and/or ideological aims.

#### b. Malevolent contamination:

The spreading (either directly or indirectly) - committed outside the scope of one of the six forms of acts of war (see the Definitions) as referred to in 3:38 of the Financial Supervision Act (Wet op het financieel toezicht) - of germs of a disease and/or substances which as a result of their direct or indirect physical, biological, radioactive or chemical effect may cause injury and/or impairment of health, resulting in death or otherwise, to humans or animals and/or may cause loss of or damage to property or may otherwise harm economic interests, in which case it is likely that the spreading (either directly or indirectly) - in any organisational context or otherwise - was planned and/or carried out with a view to realizing certain political and/or religious and/or ideological aims.

#### c. Precautionary measures:

Any precautionary measures taken by the authorities and/or insured parties and/or third parties in order to avert the imminent risk of terrorism and/or malevolent contamination or - if such peril has manifested itself - to minimise the consequences thereof.

#### d. Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekingmaatschappij voor Terrorisme schaden N.V.] (NHT):

A reinsurance company incorporated by the Dutch Association of Insurers, to which any liability to pay compensation under any insurance contract, which may either directly or indirectly arise for insurance companies authorised in the Netherlands from the manifestation of the risks referred to in (a), (b), and (c), may be transferred.

#### e. Insurance contracts:

1. Non-life insurance contracts insofar as they relate to risks situated in the Netherlands in accordance with the provisions of article 1 (1) under 'state where the risk is situated' of the Financial Supervision Act.
2. Life insurance contracts insofar as they are entered into with a policyholder whose normal residence is in the Netherlands, or, if the policyholder is a legal entity, with the Dutch-based location of the legal entity to which the insurance contract relates.
3. Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose normal residence is in the Netherlands, or, if the policyholder is a legal entity, with the Dutch-based location of the legal entity to which the insurance contract relates.

#### f. Insurers authorised in the Netherlands:

Life, funeral in kind and non-life insurers which in accordance with the Financial Supervision Act are authorised to conduct the insurance business in the Netherlands.

### 15.2 Limitation of cover for terrorism risk:

#### a. If and insofar as, subject to the descriptions contained in 1 (a), 1 (b), and 1 (c), and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which either directly or indirectly relates to:

- terrorism, malevolent contamination or precautionary measures,
- any acts or conduct in preparation for terrorism, malevolent contamination or precautionary measures, hereinafter collectively to be referred to as 'the terrorism risk', the liability to pay compensation on the part of the insurer in respect of any claim for damages and/or benefit submitted to it, shall be limited to the amount of the payment which the insurer receives in respect of said claim under the reinsurance of the terrorism risk with the NHT, in the event of an insurance with capital accumulation increased by the amount of the capital accumulation already realized under the insurance in question. In the case of life insurances the amount of the realized capital accumulation shall be set at the premium reserve to be maintained in accordance with the Financial Supervision Act with respect to the insurance in question.

#### b. The NHT provide reinsurance cover for the aforementioned claims up to a maximum of €1 billion per calendar year. The aforementioned sum may be adjusted from year to year and applies for all insurers that are members of the NHT collectively. Any adjustment shall be announced in three newspapers with national circulation.



- c. Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of the amount paid out indemnity under this contract with respect to any insurance pertaining to:
- loss of or damage to immovable property and/or the contents thereof;
  - consequential loss due to loss of or damage to immovable property and/or the contents thereof, shall not exceed €75 million per policyholder per insured location per year for all participating insurers, as referred to in paragraph 1 collectively, irrespective of the number of policies issued. For the purpose of this paragraph insured location shall be taken to mean: all objects insured by the policy-holder that are present at the address of the premises to which the risk applies, as well as all objects insured by the policyholder located outside the address of the premises to which the risk applies, whose use and/or purpose is in relation to the business activities conducted at the address of premises to which the risk applies. To be considered as such will in any case be 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 situated at the address to which the risk applies. For the purpose of this paragraph it is provided that, with regard to legal persons and companies associated in a group, as referred to in article 24b of Book 2 of the Dutch Civil Code, all group companies collectively will be regarded as one policyholder, irrespective of which group compan(y)(ies) belonging to the group has/have taken out the polic(y)(ies).

#### 15.3 Payment Protocol NHT:

- a. The reinsurance of the insurer with the NHT is governed by the Claims Settlement Protocol (hereinafter to be referred to as the Protocol). On the basis of the provisions laid down in said protocol, the NHT is inter alia entitled to defer payment of the amount of compensation or the insured amount until such time as the NHT is able to determine whether and to what extent it has sufficient financial resources at its disposal in order to settle in full all claims for which it provides cover in its capacity as a reinsurer. Insofar as the NHT is found not to have sufficient financial resources at its disposal, it will be entitled in accordance with the provisions in question to pay partial compensation to the insurer.
- b. The NHT is authorised, with due observance of provision 7 of the Protocol, to decide whether an event in connection with which a claim for compensation is made, should be considered as a consequence of the manifestation of the terrorism risk. Any decision made to that effect by the NHT, in accordance with the aforementioned provision, shall be binding upon the insurer, the policyholder and the insured parties.
- c. Not until the NHT has notified the insurer of the amount that will be paid in respect of any one claim for compensation, by way of an advance or otherwise, will the insured party be entitled to demand payment of the relevant amount as referred to in article 3.a from the insurer.
- d. The reinsurance cover by the NHT shall pursuant to provision 17 of the Protocol apply exclusively to claims for damages and/or benefit which are reported within 24 months after the NHT has established in respect of a certain event or circumstance, that it is to be regarded as a manifestation of the terrorism risk within the context of this article.

#### **Article 16. Registration of personal data**

16.1 Chubb European Group SE uses personal data provided by you to us to accept and administer this insurance, including any resulting claims. The data collected includes basic contact details such as your name, address and policy number, but may also include more detailed information (for example, your age, medical data, financial situation or claims history) in so far as this is relevant to the risk to be insured, the services to be provided or the services or claims you may wish to make. Chubb European Group SE is part of a global group of companies and your personal data may be shared with group companies in other countries, to the extent necessary to provide coverage for your policy or to store your data. Chubb European Group SE also uses authorised service providers, who have access to your personal data subject to our instructions and control. You have a number of rights with respect to the personal data you have provided, including rights of access and, in certain cases, the right to erasure and deletion. In this section, Chubb European group SE has briefly explained how they use your personal data. For more information, we strongly recommend that you consult the General Privacy Policy, which can be viewed here: [www.chubb.com/benelux-nl/footer/privacy-policy.aspx](http://www.chubb.com/benelux-nl/footer/privacy-policy.aspx). You can always ask Chubb European Group SE for a paper copy of the Privacy Policy by sending an email to [dataprotectionoffice.europe@chubb.com](mailto:dataprotectionoffice.europe@chubb.com). When processing personal data within The Netherlands, Chubb European Group SE also adheres to the Code of Conduct for the Processing of Personal Data of the Dutch Association of Insurers, which you can consult via the website of the Dutch Association of Insurers, [www.verzekeraars.nl](http://www.verzekeraars.nl), or which you can request from the Dutch Association of Insurers, PO Box 93450, 2509 AL The Hague, telephone +31 (0)70 - 3 338 500.

#### **Article 17. Applicable law**

17.1 The English translation has no legal force and is provided to the customer for convenience only. The conditions in the Dutch language shall be binding and prevail in all respects. The law of The Netherlands shall apply.



#### **Article 18. Complaints procedure**

18.1 If you have a complaint, Chubb European Group SE would like to hear from you and will do its utmost to find a solution together with you. Complaints and disputes relating to this agreement can be submitted to:

Chubb, Marten Meesweg 8, 3068 AV in Rotterdam or by email at [info.benelux@chubb.com](mailto:info.benelux@chubb.com).

If the insurer's decision does not satisfy the insured party, it may apply to (within three months):

The Dutch Institute for Financial Disputes (Kifid)

PO Box 93257

2509 AG The Hague

Tel: 0900 - 355 22 48

or via [www.kifid.nl](http://www.kifid.nl)

To submit a complaint with Kifid, you must first register at [www.mijnkifid.nl](http://www.mijnkifid.nl). You can also submit the complaint directly to the civil court, without having to go through the procedure of the Dutch Institute for Financial Disputes (Kifid). This policy document is governed by Dutch law and any dispute will be submitted to the exclusive jurisdiction of the Dutch court.

#### **Article 19. Sanction clause**

19.1 The (re)insurer shall not provide cover or pay benefits or compensation or any other benefit if the (re)insurer (or its parent company, direct or indirect holding company of the (re)insurer) is thereby exposed to fines or restrictions (including extraterritorial sanctions or restrictions to the extent that they do not conflict with the law applicable to the (re)insurer), which arise from trade and economic sanction, legislation or regulation.

#### **Clause providing for cover abroad**

By way of derogation from article 5.2 and 5.3 this insurance will remain in force if the insured person moves home and relocates to Belgium, Luxembourg, Germany or France and as long as the insured person retains a valid Card issued by International Card Services.