



ENNIA
SPECIAL TERMS AND CONDITIONS HOME INSURANCES

PRIVATE ACCIDENT INSURANCE NO. POV-001*
PRIVATE LIABILITY INSURANCE NO. AVP-001*
PRIVATE HOME INSURANCE NO. WPV-001*
HOME CONTENTS INSURANCE NO. IPV-001*

**These Terms and Conditions have been translated for your convenience. Reasonable efforts have been made to provide an accurate translation; however, no translation is perfect nor is it intended to replace the original Terms and Conditions. If any questions arise related to the accuracy of the Terms and Conditions contained in this translated English version, please refer to the Dutch version, which is the original version. In case of discrepancies or differences between the English version and the Dutch version, the original Dutch Terms and Conditions will apply.*



Preface

The special terms and conditions mentioned and listed hereafter are all related to the ENNIA Home Insurances. With home insurance we refer to insurances, related to the property and/or contents. Depending on the type of insurance, on the policy schedule is stated which special terms and conditions apply. Only the special terms and conditions as stated in the policy schedule are applicable to the insurance agreement.

In addition to the special terms and conditions also general conditions apply. The special terms and conditions shall prevail over the general conditions. That is, if stipulation differs in the special conditions from that in the general conditions, the special terms and conditions shall be applicable.



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SPECIAL TERMS AND CONDITIONS PRIVATE LIABILITY INSURANCE NO. AVP-001

Article 1 Definitions

Company:

the Company named in the policy schedule, ENNIA Caribe Schade N.V. or ENNIA Caribe Zorg N.V.

Insured persons:

1. **In a family unit**

If the policyholder is insured as the head of a family, the insured persons are:

- a. the policyholder;
- b. his/her spouse; and
- c. the persons who live with him/her in a family unit;
as well as:
- d. their minor children;
- e. their unmarried children of age who are living at home, or are living away from home in order to study on Aruba, Bonaire, Curacao, Sint Maarten, Saba or Sint Eustatius;
- f. their guests, insofar as the insured persons are liable towards each other for the personal injuries incurred or to be incurred by the persons involved and insofar as their liability is not covered by any other insurance, and to the exclusion of the mutual liability of the guests;
- g. no compensation is paid if the claimant is a party other than an injured natural person directly involved in the event or his or her surviving relatives;
- h. their parents, grandparents or parents-in-law, and unmarried relatives by blood and affinity who live with them; and
- i. their domestic staff, insofar as their liability is related to work for the benefit of an insured person.

2. **Single person**

If the policyholder is insured as a single person, the insured persons are:

- a. the policyholder;
- b. the guests, insofar as they are liable towards the policyholder for the personal injuries incurred or to be incurred by him or her. No compensation is paid if the claimant is a party other than an injured natural persons involved in the event or his or her surviving relatives;
- c. the domestic staff, insofar as their liability is related to work performed for the benefit of an insured person.

Damage:

Damage means:

1. **personal injuries**

injuries or damage to the health of persons, whether or not resulting in death, including any resulting damage.

2. **damage to property**

damage to and/or destruction and/or loss of property of persons other than the Insured Persons, including the resulting damage.

Article 2 Capacity

1. The insurance covers liability of the Insured Person as a private individual. Liability related to the practice of a (secondary) profession or conduct of a (secondary) business, and the performance of paid manual work is not covered.
2. The limitations referred to in paragraph 1 do not apply to:
 - a. the domestic staff referred to in Article 1; and
 - b. the children referred to in Article 1, if they perform work during holidays or free time, whether or not against payment, for parties other than the Insured Persons. The liability of the children is insured in that case only insofar as their liability is not covered by another insurance policy.
3. Claims of the employer or its legal successors or of surviving relatives are not covered.

Article 3 Description of the cover

1. **Liability**

The insurance covers liability of the Insured Persons for damage arising during the term of the agreement, irrespective of where in the world the harmful event occurred. The insurance also covers liability for damage that is caused during the term of the agreement but that manifests itself after the termination of the insurance, if and insofar as the liability is not covered by another insurance policy.
2. **Mutual liability**

The liability of the Insured Persons towards each other is covered by the insurance policy only in respect of the personal injuries incurred and to be incurred by the Insured Persons in question, insofar as those Insured Persons do not have claims on any other ground in respect of the event. No compensation is paid if the claimant is a party other than a natural person directly involved in the event or his or her surviving relatives.
3. **Security**

If a foreign authority requires security from the Insured Person in connection with a covered event to safeguard the rights of injured parties, the Company will advance that security up to 10% of the insured amount. The Insured Persons are required to authorise the Company to dispose of the security as soon as it is released and to fully cooperate in the Company obtaining repayment of the amount advanced.
4. **Real property**

With regard to real property the insurance covers the liability of the policyholder or one of the Insured Persons living at home:

 - a. as the owner of the building in which he/she resides, with the related structures, also if part of the building is rented out;
 - b. as the owner of a building, with the related structures, in which he or she no longer or not yet resides, for a maximum period of 12 months after leaving or acquiring the building;
 - c. as the owner of a second home or holiday home, provided that it is used exclusively to be rented out to third parties; and
 - d. as the owner of a home under construction that is intended to be occupied by the owner.

Other cases of liability for damage caused by real property are not covered.
5. **Inflicting of damage in a kindness/sports and games/guest and child-minding situation**

In the circumstances described below in which the Insured Person inflicts damage on another party (the injured party) without the Insured Person being liable, this insurance can also be invoked to compensate the loss incurred by the injured party.

The entitlement to compensation is limited to a maximum of ANG 25,000 (USD 14,000) and furthermore applies if and insofar as:

- a. the claim filed with the Insured Person relates to the damage incurred by the injured party himself/herself, as a natural person directly involved in the harmful event;

- b. the injured party is a party other than an insured/co-Insured Person;
- c. no other insurance, whether or not of an older date, can be invoked to compensate the damage;
- d. the harmful act and the filing of the resulting claim occurred during the term of the insurance; and
- e. the damage is not due to contributory negligence of the injured party.

The circumstances in which this cover applies are:

- a. a kindness, meaning: the disinterested performance of work as a kindness whereby there is a direct relationship between the work and the inflicting of the damage incurred by the party for whose benefit the work was performed;
- b. practising sports, meaning: the practising of sports and games whereby damage is inflicted on a person other than a (fellow) player during and directly related to the practising of the sport/game;
- c. guest and child-minding situations, meaning: being a guest or child minder at friends, family or acquaintances whereby damage is inflicted, on the understanding that the damage must be incurred by the person(s) at whom the guest is staying or the child-minding takes place.

Article 4 Exclusions

1. Intentional act

The following liability is excluded from the insurance:

- a. liability of an Insured Person for damage caused by and/or arising from his/her intentional, unlawful act or omission directed against a person or property;
- b. liability of an Insured Person belonging to a group for damage caused by and/or arising from an intentional, unlawful act or omission directed against a person or property, by one or more persons belonging to the group, also if the insured himself/herself has not performed that act or omission. The intentional nature of the unlawful act or omission is not altered by the fact that the insured or, if he or she forms part of a group, one or more of the persons belonging to the group is/are under the influence of alcohol or other substances in such a way that he/she/they is/are unable to exercise his/her/their will.

2. Sexual acts

The following liability is excluded from the insurance:

- a. liability of an Insured Person for damage caused by and/or arising from his/her sexual or sexually related acts, of any nature whatsoever;
- b. liability of an Insured Person who forms part of a group for damage caused by and/or arising from a sexual or sexually related act of any nature whatsoever of one or more persons belonging to the group, also if the Insured Person himself/herself has not acted in that manner.

3. Care, custody and control

Liability of an Insured Person for the following damage is excluded from the insurance:

- a. damage to property that an Insured Person or a person on his/her behalf has in his/her care, custody and control on the grounds of:
 - a lease, hire purchase, ground lease or pledge agreement, or a usufruct (including a right of use and occupation);
 - the conduct of a (secondary) business or practice of a (secondary) profession; and
 - the performance of paid manual work.
- b. damage to property that an Insured Person unlawfully has in his/her care, custody and control;
- c. damage to motor vehicles, caravans/static caravans, folding trailers, motorised and sailing ships (including sailboards) and aircraft that an Insured Person or a person on his/her behalf has in his/her care, custody and control; and

- d. damage consisting of an/or resulting from loss, theft or loss of money, financial instruments, bank and giro cards, and debit and credit cards that an Insured Person or a person on his/her behalf has in his/her care, custody and control.

This exclusion does not apply to:

- liability of an Insured Person for damage to the home rented by him/her for holiday purposes and its contents, caused by fire or water that has flowed as the result of a sudden, unforeseen event out of the mains, systems and devices present in the home;
- liability of an Insured Person for damage to the building rented for his or her own occupation and the related structures, insofar as that damage was caused by an aerial attached on or to that building; and
- liability for damage caused by the falling of trees that are located on the land of the home of the policyholder.

Other cases of liability for damage to property that an Insured Person or a person on his or her behalf has in his/her care, custody and control, other than in the cases referred to above, are insured up to a maximum amount of ANG 50,000 (USD 25,000) per event.

4. Motor vehicles

The insurance does not cover liability for damage caused with or by a motor vehicle, with the exception of:

- a. **passenger risk:**
liability for damage caused as a passenger of a motor vehicle, including damage to that motor vehicle;
- b. **motor-driven mowing machines, children's toys, etc.:**
liability for damage caused with or by motor-driven mowing machines, children's toys and similar appliances, provided that they cannot exceed a speed of 10 km/hour, and with or by remote-controlled model cars;
- c. **joyriding:**
liability for damage caused during joyriding with a motor vehicle, provided that the Insured Person causing the damage is below the age of 18; contrary to the above provisions this cover also includes liability for damage to the motor vehicle used for joyriding, up to an amount of ANG 20,000 (USD 11,200) per event. Joyriding means any unlawful use of a motor vehicle, without the intention of appropriating that motor vehicle.

The cover described in (a), (b) and (c) of this paragraph does not apply insofar as the liability is covered by another insurance policy.

The liability is nevertheless excluded:

- in the event of theft or embezzlement of the motor vehicle; and
- in the event of joyriding without an act of violence, if liability insurance has been taken out for the motor vehicle.

5. Vessels

The insurance does not cover liability for damage caused with or by a vessel, with the exception of:

- a. rowing boat/canoe/sailing boat
liability for damage caused with or by rowing boats, canoes, sailboards and sailing boats with a sale surface of no more than 16 m², unless those vessels are fitted with an (outboard) motor with a capacity of more than 3 kW (approximately 4 hp);
- b. model boat
liability for damage caused with or by remote-controlled model boats, unless they are fitted with an (outboard) motor with a capacity of more than 3 kW (approximately 4 hp);
- c. passenger risk
liability of an Insured Person as a passenger of a vessel, including damage to that vessel;

- d. houseboat
liability for damage caused by or with a houseboat on which the Insured Person resides, moored at a fixed location, with the related structures.

The cover described in this paragraph does not apply insofar as the liability is covered by other insurance.

6. **Aircraft**

The insurance does not cover liability for damage caused with or by an aircraft, a model aircraft, a sailing aircraft, a target aircraft, a parachute, glider, cabled aircraft, airship, model missile and a balloon with a diameter of more than 1 m in fully inflated condition, with the exception of:

- liability for damage caused with or by model aircraft with a weight of no more than 20 kg; and
- liability of an Insured Person as a passenger of an aircraft, including damage to that aircraft.

The cover described in this paragraph does not apply insofar as the liability is covered by other insurance.

7. **Place of residence no longer on Aruba, Bonaire, Curacao, Sint Maarten, Saba or Sint Eustatius**

The insurance does not cover liability of an Insured Person whose place of residence is no longer on Aruba, Bonaire, Curacao, Sint Maarten, Saba or Sint Eustatius, on the understanding that in that case the insurance ends for him/her 30 days after his/her departure.

8. **Firearms**

The insurance does not cover liability for damage caused in connection with the possession and/or use of firearms, unless expressly covered by the insurance by being stated in the policy schedule.

Article 5 Forfeiture of rights

Contrary to the provisions of the General Conditions, any entitlement to payment lapses if the damage is reported later than three years after the time at which an event that can give rise to an obligation for the Company to pay compensation came to the attention of the Insured Person.

Article 6 Claim settlement

1. Direct settlement with injured parties

The Company has the right itself to settle any claim for damages filed in or out of court against the Insured Person that may be payable by the Company. The Company undertakes the settlement and the determination of the damage. It has the right to directly indemnify and enter into settlements with injured persons. The interests of the Insured Person will then be taken into account.

The Company is not bound by any undertaking given by an Insured Person regarding acknowledgement of liability or an obligation to pay compensation. Civil law serves as a basis for the claim settlement.

2. Assistance in legal actions

If necessary in addition to the insured amount, the cover includes reimbursement of:

- the costs of filing a defense in a civil action filed against the Company by an injured party;
- the costs of filing a defense in a civil action filed against an Insured Person by an injured party, as well as the resulting costs of the proceedings, insofar as he or she is ordered to pay those costs, provided that the defense is filed under the Company's supervision;
- the costs of legal assistance provided with the Company's approval in a criminal action filed against an Insured Person (penalties, settlement amounts and court fees costs involved in a criminal action are not reimbursed); and
- the statutory interest on the claim covered by the insurance.

Article 7 Prosecution of the Insured Person

1. If the Insured Person is criminally prosecuted in connection with liability that would be for the Company's accounts, the person involved is required immediately to inform the Company accordingly, while sending it the writs served on him or her.
2. In the cases in which the Company considers it relevant with a view to determining the liability, it is authorised to appoint a lawyer by whom the suspect must in that case be represented; the costs of such legal assistance are payable by the Company.

Article 8 Concurrent insurance

The Company is not required to make payment if and insofar as the damage is covered by other insurance, whether or not of an older date, or would be covered by such insurance on the grounds of any Act or provision if the current insurance had not existed.

Article 9 Complaints procedure

Disputes and/or complaint arising from this agreement must be submitted to the Customer Service Department of the Company, at J.B. Gorsiraweg 6, PO Box 581, klantenservice@ennia.com.

Article 10 Personal data registration

Personal data are requested when insurance is applied for. Those data are processed by the Company with a view to the conclusion and performance of agreements; for the performance of marketing activities; to prevent and control fraud in relation to financial institutions; for statistical analysis and in order to comply with statutory obligations.

With a view to a sound acceptance policy, the Company can consult your data at ENNIA, among other parties. In that regard the ENNIA companies, ENNIA Caribe Schade N.V., ENNIA Caribe Leven N.V., ENNIA Caribe Holding N.V., ENNIA Caribe Zorg N.V. , ENNIA Caribe Schade (Aruba) N.V. and ENNIA Caribe Leven (Aruba) N.V. can exchange data among themselves. The purpose of doing so is to control risks and to prevent fraud. The privacy regulations can be found on the Company's website:

www.ennia.com.

SPECIAL TERMS AND CONDITIONS PRIVATE ACCIDENT INSURANCE NO. POV-001

Article 1 Definitions

Company:

the Company named in the policy schedule, ENNIA Caribe Schade N.V. or ENNIA Caribe Zorg N.V.;

Insured Person(s):

the person(s) named as such in the policy, or the person(s) stated as such by the policyholder or identified as a group;

Permanent Invalidity:

the full or partial permanent loss or loss of function of any part or organ of the body of the Insured Person as a result of the personal injury caused by an accident as referred to in Article 2;

Temporary Disability for Work:

full or partial unfitness of the Insured Person for the performance of the work involved in his or her profession as a result of the personal injury caused by an accident as referred to in Article 2;

Excess Period:

the period during which there is no entitlement to benefits, starting on the day on which the Insured Person seeks medical treatment;

Costs of Medical Treatment:

the costs incurred as a result of the personal injury caused by an accident as referred to in Article 2, consisting of:

- a. the fees of physicians and paramedics who are authorised to practice medicine under the applicable legal rules in the country in which the costs are incurred, also including the fees of alternative therapies used by them;
- b. the costs of bandages and (alternative) medicines prescribed by a physician;
- c. treatment and nursing in a hospital or nursing institution;
- d. transport of the sick;
- e. prostheses; and
- f. the one-off purchase of an invalid vehicle and a seeing-eye dog.

Categories:

A: payment in the event of death

B: payment in the event of Permanent Invalidity

C: payment in the event of Temporary Disability for Work

D: reimbursement of Costs of Medical Treatment

Article 2 Accident

1. An accident is a sudden, external, involuntary impact of violence on the body of the Insured Person that has directly causes medically verifiable personal injuries or death, without any other causes being involved, also if the accident occurred as a result of a disease, disorder or disability from which the Insured Person suffered at that time.
2. An accident also includes:
 - a. freezing, burning (except for burning caused by the sun or an artificial source of irradiation), drowning, suffocation, sunstroke, stroke of lightning or other electrical discharge;
 - b. sunburn, exhaustion, starvation and dehydration caused by involuntary isolation due to a shipwreck, emergency landing, collapse, flood, being snowed in, being frozen in, an earthquake or any other type of natural disaster;
 - c. the involuntary ingestion of substances or alien objects from an external source, causing acute internal injuries;
 - d. acute poisoning caused by the involuntary ingestion of gases, vapors, or solid or liquid substances, other than intoxication caused by mind-expanding substances such as alcohol, drugs or medicines, or by food products;
 - e. infection caused by an involuntary fall in any liquid or solid substance, or as a result of entering the same in an attempt to save persons, animals or property;
 - f. wound infection and blood poisoning caused by an accident;
 - g. spraining, dislocation, straining and ripping of muscles, ligaments and tendons as a result a sudden exertion;
 - h. complications and deteriorations as a result of first aid given after an accident or medical/paramedical treatment by an expert who is authorised to practice medicine on the grounds of the legal rules that apply in the country in which the treatment is given, of the injury caused by the accident;
 - i. cowpox, anthrax, foot and mouth disease, *Sarcoptes scabiei*, tetanus, ring worm (*Trichophyton*) and Bang's disease;
 - j. for the purposes of Categories C and D the following are also regarded as accidents: hernia, lumbago, tendovaginitis, whiplash, slipped disc, tennis arm and skin injuries caused by pressure or friction; in those cases benefits are paid for Category C for a maximum period of 30 days.

Article 3 Beneficiary

The following persons are regarded as the beneficiaries of payments made:

- Category A: the spouse of the Insured Person and, if he or she has no spouse, the legal and natural children and the legal and natural descendants of predeceased children in the event of substitution. The benefits are divided among them per stirpes.
If there are no beneficiaries as referred to above: the persons who are entitled to a share in the estate by testamentary disposition or by law. The partner living with the Insured Person in a family unit, not being a family member, with whom a cohabitation agreement has been concluded or who demonstrably lived together with the Insured Person at least five years prior to the accident, are also regarded as marriage partners.
- Categories B, C and D: the Insured Person himself/herself, or a different person as agreed on between the policyholder and the Company.

Article 4 Territory

The insurance is valid worldwide.

Article 5 Exclusions

In addition to the exclusions recorded in the General Conditions, the Insured Person is also not entitled to any benefits if an accident is due to:

1. intent or gross recklessness of the Insured Person, a beneficiary or another party that has an interest in the insurance;
2. perpetration by or participation in an offence or attempted offence by the Insured Person;
3. fighting or recklessly endangering a person's life or body otherwise than in legitimate defense/self-defense, to save persons, animals or goods, or to ward off imminent danger;
4. practising sports otherwise than as an amateur, mountaineering, diving, parachuting, parasailing or related activities such as bobsleighting, tobogganing, speed races or their preparation, or involved horses, racing bikes, motor vehicles and motor vessels, with the exception of reliability trials, treasure hunts and familiarisation trails that take place almost entirely on Aruba, Bonaire, Curacao, Sint Maarten, Saba or Sint Eustatius and that do not last longer than 24 hours, on the understanding, however, that speed performance tests during those trials are excluded;
5. being under the influence of mind-expanding substances such as alcohol, drugs or medicines;
6. driving a motorcycle or scooter with a cylinder content of more than 50 cc. If the driver is aged 24 or older he or she is, however, entitled to benefits, with due observance of the other Articles, subject to a maximum of ANG 50,000 (USD 28,000) for Category A and ANG 100,000 (USD 55,900) for Category B, but in no event in excess of the insured amount for the category in question;
7. travelling in an aircraft otherwise than as a:
 - a. guest or passenger lawfully travelling in an aircraft organised for the transport of passengers, not being used for military purposes;
 - b. glider pilot or passenger of a glider, provided that the pilot has a pilot's license for that flight and provided that a civil flight is involved; and
8. professional work involving woodworking machines.

Article 6 Influence of existing invalidity or disease

If the consequences of an accident are aggravated by disease, disability or an abnormal physical or mental condition of the Insured Person, the benefits in the event of invalidity and disability for work are based on the consequences that the accident would have had if the Insured Person had been entirely fit and healthy. If the aforesaid circumstances of the Insured Person are due to another accident for which the Company has had to or will have to pay benefits under this insurance, those circumstances are not taken into account.

Article 7 Change in the risk

1. If the profession of the Insured Person or the work involved changes, the policyholder and/or the Insured Person must inform the Company accordingly within 30 days.
2. If in the Company's opinion the change does not give rise to an increase of the risk, the cover continues to apply in full. If in the Company's opinion the risk is reduced, it changes the premiums and conditions accordingly. That change commences on the date on which it receives notification of the change.
3. If in the Company's opinion the change increases the risk, the Company has the right:

- a. to continue the insurance subject to changed premiums and conditions. If the policyholder does not accept those changes, he can terminate the insurance in writing within 30 days after receiving the notification. In that case the insurance ends after the end of the 30th day after receipt of the notification from the Company; or
- b. to terminate the insurance in the manner regulated in the General Conditions.
4. If no notification as referred to in paragraph 1 has been given to the Company, the following provisions apply:
 - a. if in the Company's opinion the risk has not increased, the cover continues to apply unamended;
 - b. if in the Company's opinion there has been an increase in risk that would have given rise to a change in the premium and conditions, benefits are paid on the basis of the ratio between the premium for the old profession and the premium due for the new profession. Any restrictive conditions that apply to the new profession will also be applied. This reduction is not applied if the Insured Person has been involved in an accident outside his or her profession;
 - c. if in the Company's opinion there has been an increase in risk of such a nature that the Company would have terminated the insurance if it have been aware of that increase in risk, the Insured Person is not entitled to benefits unless an accident is involved in which the insured has been involved outside his profession. In that case the insurance ends as from the date on which the change of profession came to the Company's attention.
5. In cases involving termination of the insurance or reduction of the premium in accordance with this Article, the policyholder is entitled to repayment of a proportional part of the premium for the current insurance year.

Article 8 Notification duty after an accident

1. **Category A**
If the Insured Person dies, the policyholder or the beneficiary is obligated, on pain of forfeiture of rights under the insurance agreement, to inform the Company at least 48 hours before the funeral or cremation and to give permission for and to cooperate in all the measures that the Company considers necessary to determine the cause of death
2. **Category B**
In the event of Permanent Invalidity the Insured Person or his or her legal representative must inform the Company of the event within 90 days after the accident. If the report is filed after that period, the Insured Person is entitled to benefits only if the interests of the Company, in its opinion, have not been harmed and it can be proven that the invalidity is due entirely to the accident. All rights to benefits lapse if the report has not been filed within five years after the accident occurred.
3. **Category C**
In the event of temporarily disability for work, the Insured Person or his or her legal representative is obligated to inform the Company of the event within 72 hours after the accident occurred, on pain of forfeiture of rights under the insurance agreement.
4. **Category D**
In the event of entitlement to benefits on the grounds of medical costs, the Insured Person is obligated to inform the Company of the event within 90 days after the accident.
5. The Insured Person must furthermore:
 - a. provide all the information that the Company requires to assess the entitlement to payment;
 - b. seek medical treatment if that is reasonably necessary and do everything possible to promote his or her speedy recovery, e.g. by following the instructions given by the physician or paramedic in attendance;
 - c. be examined by a physician designated by the Company at its expense, also if that examination must take place outside the place of residence of the Insured Person;
 - d. travel abroad only with the Company's permission, if medical complaints still exist as a result of an accident; and

- e. immediately inform the Company of his or her full or partial recovery.
6. The policyholder, the Insured Person and the beneficiary must provide all the information that the Company requires to assess the claim for benefits.
7. Notifications to the Company must be given in writing.

Article 9 Duration and termination of the insurance agreement

1. In addition to the provisions of the General Conditions, the policyholder is also entitled to terminate the insurance agreement by giving written notice of termination:
 - a. if the Insured Person suffers from a chronic disease or a serious mental or physical handicap;
 - b. if the Insured Person has reached the age of 65.
2. Contrary to the provisions of the General Conditions, the Company cannot terminate the insurance only on the grounds of an unfavourable claims history.
3. The insurance ends without any notice of termination being required:
 - a. as soon as the Insured Person no longer resides on Aruba, Bonaire, Curacao, Sint Maarten, Saba or Sint Eustatius;
 - b. if the Insured Person dies;
 - c. at the end of the insurance year in which the Insured Person reaches the age of 70; or
 - d. as soon as 100% of the insured amount has been paid within one insurance year in accordance with the provisions of Category B.

In the cases referred to in paragraph 1 and paragraph 3(a) and (b), the policyholder is entitled to repayment of a proportional part of the premium, provided that the Company has been informed of the circumstances referred to there within 14 days.

Article 10 Concurrent insurance

In the event of a claim under Categories C and D, the Company is not required to make payment if and insofar as the loss is covered by a different insurance, whether or not of an older date, or would be covered on the grounds of any Act or provision if this insurance had not existed.

Article 11 Complaints procedure

Disputes and/or complaints arising from this Agreement must be presented to the Company's Customer Service Department at J.B. Gorsiraweg 6, PO Box 581, klantenservice@ennia.com.

Article 12 Personal data registration

Personal data are requested when insurance is applied for. Those data are processed by the Company with a view to the conclusion and performance of agreements; for the performance of marketing activities; to prevent and control fraud in relation to financial institutions; for statistical analysis and in order to comply with statutory obligations.

With a view to a sound acceptance policy, the Company can consult your data at ENNIA, among other parties. In that regard the ENNIA companies, ENNIA Caribe Schade N.V., ENNIA Caribe Leven N.V., ENNIA Caribe Holding N.V., ENNIA Caribe Zorg N.V. , ENNIA Caribe Schade (Aruba) N.V. and ENNIA Caribe Leven (Aruba) N.V. can exchange data among themselves. The purpose of doing so is to control risks and to prevent fraud. The privacy regulations can be found on the Company's website:

www.ennia.com.

CATEGORY A CONDITIONS

valid only if declared applicable in the policy

Article 13 Description of the cover

If the Insured Person dies within three years after an accident as referred to in Article 2 and with due observance of the other Articles, as the exclusive and direct consequence of the injury incurred, the amount insured for death is paid after deduction of the any amount that has already been paid in respect of Permanent Invalidity caused by the same accident. If the latter payment was higher than the amount insured for death, the excess is not reclaimed.

The payment is made to the beneficiary designated for that purpose no later than 30 working days after the Company has been provided with an excerpt from the deaths register of the Registry of Births, Deaths and Marriages and with a notarial attestation of admissibility to the estate.

CATEGORY B CONDITIONS

(valid only if declared applicable in the policy)

Article 14 Description of the cover

1. In the event of Permanent Invalidity the Company pays a percentage of the insured sum, with due observance of the other articles, equal to the degree of the Permanent Invalidity, on the understanding that:
 - a. in the event of total loss or loss of function of the following body parts, abilities and organs, the percentages are as follows:

total incurable mental disorder	100%
total incurable paralysis	100%
loss of vision in both eyes	100%
loss of vision in one eye	30%
speech	100%
loss of hearing in both ears	100%
loss of hearing in one ear	30%
(if payment has already been made for one ear)	70%
the sense of smell and taste	10%
an arm up to the shoulder joint	75%
an arm up to the elbow joint or between the elbow and the shoulder joints	75%
a hand up to the wrist joint or an arm between the wrist and elbow joints	60%
a leg up to the hip joint	75%
a leg up to the knee joint or between the knee and the hip joints	75%
a foot up to the ankle joint or a leg between the ankle and the knee joints	50%
a thumb	25%
an index finger	20%
a middle finger	15%
a ring finger	10%
a little finger	10%
a big toe	10%
any other toe	5%
a lung	30%
a kidney	20%
the spleen	10%

- b. In the event of loss or partial loss of function and if (a) is inconclusive, the percentage is determined in accordance with the Guides to the Evaluation of Permanent Impairment of the American Medical Association (A.M.A.), the most recent edition of which always applies;
 - c. in the event of loss of several fingers of one hand, the degree of invalidity cannot be set higher than the degree of invalidity in the event of the loss of one hand;
 - d. in the event of one or more accidents in which an Insured Person is involved in one insurance year, the amount paid for Permanent Invalidity may in no event exceed the insured amount stated for that category in the schedule, except in the event of payment of interest in accordance with the provisions of paragraph 3 of this Article; and
 - e. in the event of pre-existing loss or loss of function of the body parts, organ or ability in question before the accident already, the payment is reduced proportionately.
2. The degree of Permanent Invalidity is determined at the time at which the condition of the Insured Person is not reasonably expected to either improve or deteriorate, but no later than two years after the accident. That term can be extended at the option of the Insured Person by one year to three years, which must be notified to the Company in writing no later than 30 days before the end of that two-year period. The degree of invalidity is determined on the basis of objective customary standards, in accordance with the provisions of paragraph 1(b) of this Article, by a physician designated by the Company. If the Insured Person dies as a result of the accident before the degree of invalidity has been determined, the Company does not owe any payment in respect of this category. If, however, the Insured Person dies later than one year after the accident due to a cause other than the accident, the degree of Permanent Invalidity is set at a percentage that would have applied if the Insured Person had not died.
3. If the degree of Permanent Invalidity cannot be determined one year after the accident, the Company pays the statutory interest that applies on the determination of the Permanent Invalidity on the amount ultimately to be paid on the grounds of Permanent Invalidity. That interest is calculated commencing on the 366th day after the accident until the date on which the payment on the grounds of Permanent Invalidity is made.

CATEGORY C CONDITIONS

(valid only if declared applicable in the policy)

Article 15 Description of the cover

1. If the Insured Person is fully or partially unable due to an accident to practice his or her profession, the Company pays the amount insured for this category per day or per proportional part of a day, with due observance of the other Articles, for as long as that inability continues.
2. The entitlement to payment commences on the day on which the insured seeks medical treatment or, if an Excess Period has been agreed on, on the date on which the Excess Period ends and he or she is furthermore unfit to practise his or her profession.
3. The payments is made per accident for a maximum period of two years, but ends if:
 - a. the medical treatment ends;
 - b. the Insured Person can once again practice his or her profession;
 - c. the Permanent Invalidity (Category B) has been determined; or
 - d. the Insured Person dies.

The payment for the accidents referred to in Article 2 (j) is paid for a maximum period of 30 days, while the payment for a hernia and for a hernia is paid only once.

4. The payment of the installments payable by the Company is made after each period of one calendar month. If the Insured Person, despite the accident, nevertheless continues to practice his or her profession but must seek medical treatment as a result of the accident, the Company pays the costs of that medical treatment (as described in Article 1) except insofar as those costs are otherwise paid and insofar as the costs have been incurred after the agreed Excess Period.

That extra payment will not exceed the amount insured under this category per day, multiplied by the number of days that the treatment continues, but no longer than two years after the accident.

CATEGORY D CONDITIONS

(valid only if declared applicable in the policy)

Article 16 Description of the cover

1. In the event of medical treatment the costs involved are paid, with due observance of the other articles, insofar as:
 - a. they are medically necessary as a result of the accident;
 - b. they are incurred within two years after the accident;
 - c. they do not qualify for reimbursement by law or under an agreement, whether or not of another date.
2. The payment will not exceed the amount insured for medical treatment in the policy schedule, on the understanding that the costs of the one-off purchase of an invalid vehicle or a seeing-eye dog, even in excess of the insured amount, are paid up to ANG 5,000 (USD 2,800).

SPECIAL TERMS AND CONDITIONS PRIVATE HOME INSURANCE NO. WPV-001

Article 1 Definitions

Insured:

In addition to the Policyholder, the Insured means any other person having an interest in the insured items and their preservation who is eligible for compensation under the insurance or who may be eligible for compensation by accepting the assignment.

Company:

means the Company stated on the policy schedule, i.e. ENNIA Caribe Schade N.V. or ENNIA Caribe Zorg N.V., respectively.

Home:

means the real property for use as a residence that is described on the policy schedule and everything commonly considered to be part of it, including the foundations, site fencing, glass panes for light transmission, aerials, solar panels, solar boilers and all other items fixed onto them that form part of the building stated on the policy schedule. Insofar as not insured for individual sums, the description includes all structures that are intended by their nature and set-up to remain in place on a lasting basis. The description does not include piers, jetties, retaining walls, water-retaining structures, (artificial) islets and/or other structures, whether or not built onto the home, located at or near the sea or any inland water, unless they have been expressly co-insured, as evidenced by the policy schedule.

Event:

means any event causing loss or damage that occurs during the validity term of the insurance. If the Event occurs before the renewal date or the expiry date of this policy and ends after the renewal date or the expiry date, the Company will compensate the damage or loss due to a covered Event (such as damage or loss due to an Earthquake, Seaquake, Precipitation, Flooding or Storm) occurring during that period and when that entire period falls within the insurance term of the policy.

Damage Prevention and Mitigation Costs:

means the costs associated with measures taken within reasonable limits in the event of an imminent hazard before, during or after a covered Event in order to prevent or mitigate damage to the insured items. Damage or loss to any items used for that purpose, arising from the hazard for which the insurance provides cover is regarded as Damage Prevention and Mitigation Costs. In the event of imminent materialisation of the risk of Storm damage, the costs of purchasing items used in that situation are not regarded as Damage Prevention and Mitigation Costs.

Clean-up Costs:

means the cost of demolition, removal, disposal and destruction of insured items that have not already been included in the loss assessment insofar as that disposal and/or demolition is the necessary consequence of an Event that has been insured.

Fire:

means any fire caused by burning and accompanied by flames outside a fireplace and capable of propagation on its own. Accordingly, Fire is not:

- singing, scorching, melting, charring, brewing;
- burnout of electrical appliances and engines;
- overheating, burnout, breakage of ovens and boilers.

Explosion:

means a complete or partial destruction, caused by a sudden violent manifestation of energy from gasses or vapours, with due observance of the following: If the Explosion originates within a barrel (whether or not closed), the sudden violent manifestation of energy requirement is fulfilled if the pressure of the gasses/vapours contained in the barrel (regardless of how those gasses or vapours originated and regardless of whether they were already present before or did not develop until during the Explosion) leads to a rupture in the wall of the barrel such that gasses, fluids, vapours or fluids flow from the opening formed by the rupture and the pressures within and outside the barrel have become equal to one another. If that is not the case or if the Explosion originated outside the barrel, the sudden violent manifestation of energy must have been the direct effect of gasses or vapours that developed or were brought to expansion by a chemical reaction of solid, liquid, gaseous or vaporous substances or a mixture of them.

Damage or Loss by aircraft:

Without prejudice to the General Exclusions set forth in the General Conditions and the provisions relating to war and kindred risks, if the risk of damage or loss by aircraft has been co-insured, cover is also provided for damage and loss to the insured items because they are hit by a departing, flying, landing or falling aircraft or spacecraft or any projectile, explosive device or any other object connected to or separated, thrown or fallen from it as well as any other object that is hit by any of the objects referred to above.

Forcible Entry:

means breaking the closing devices, causing visible damage, of the building containing the insured items in order to steal insured items.

Burglary:

means unlawful entry of the building containing the insured items and stealing insured items.

Groundwater:

means water, whether or not from heavy rainfall, that normally lies below the earth surface. Groundwater does not include water from water reservoirs, water drainage channels such as brooks, creeks, streams, rivers and the sea.

Extension:

means buildings and annexes to be newly constructed or structural expansions of the existing home.

Lightning Stroke:

means a discharge of atmospheric electricity to the earth, leading to demonstrable damage to the earth surface and/or items present on the site of the Lightning Stroke, on the understanding that damage or loss occurring within a radius of 300 meters from the Lightning Stroke will be deemed to be have been caused by the Lightning Stroke.

Reconstruction Value:

means the amount needed to reconstruct the insured home on the same place for the same use immediately after the Event.

Market Value:

means the price of the home upon a voluntary sale at the time of the damage or loss, exclusive of the price of the land.

Repair Costs:

means all reasonable costs related to restoring the insured home to its original state or shape.

Risk Awareness:

means that the Company is aware of the location, type of construction, interior and use of the home described in the policy and of the adjacent structures at the time of entering into the insurance policy. With regard to the insured home,

the Insured has the freedom to extend, alter, expand, demolish, internally relocate or make other changes to the home within the scope of the policy description.

Prior Appraisal:

If according to the policy the insured items were appraised by one or more experts appointed by both the parties, the Prior Appraisal is binding. If the Company proves that fraud has been committed, the expert appraisal loses its validity. The appraisal report is deemed to be part of this Agreement and has a validity term of 36 months. If the insurance is indexed, the appraisal report has a validity term of 60 months. After the validity term has expired, the amount of the appraisal report is used as the basis of the loss assessment, subject to the right of the Company to prove that the appraisal value is excessive.

For indexed insurance policies, the appraisal amount is increased by the annual value adjustments.

If, according to the policy, the insured items were appraised by the Insured, that value will be taken as the basis of the loss assessment up to the termination of the insurance, subject to the right of the Company to prove that the value was excessive at the time of the damage or loss.

Glass:

means glass for light transmission purposes used in windows and doors of the home described in the policy schedule. Glass is deemed to include: plastic domes and windows, solar-control material between double layered glazing, glass and plastic panes in windbreaks, balcony partitions and site fencing, solar panels, glass panels used as exterior wall decoration.

Detection Costs:

means the costs of tracing the cause of any unanticipated outflow or leakage of water from supply and drain pipes located inside and outside the home, from discharge pipes and sewers and from the systems, sanitary and other appliances connected to them and the related breakage and repair work to walls, floors and other parts of the home as well as the repair of the pipes and the appliances themselves.

Storm:

Storm means a low air-pressure weather system at a persistent wind speed of at least 14 meters per second (wind force 7). If wind speeds are alternately higher and lower than 14 m/s, there will be deemed to be one Storm from the moment that the wind speed first reaches 14 m/s until the beginning of a period of at least 24 consecutive hours during which the wind speed has been 10 m/s or less. In any event, a Storm will not be deemed to have ended until three days (72 hours) have elapsed within which the Storm no longer occurs, counted from the beginning of the Storm.

Damage or loss by Storm will be deemed equivalent to:

- damage or loss because insured items detach and/or break and/or are damaged due to high winds;
- damage or loss to insured items because items are moved by high winds and are thereby affected;
- damage or loss due to Precipitation, insofar as that damage or loss arises from wind damage to the insured items;
- damage or loss to insured items due to Precipitation or Flooding, insofar as that Flooding is due to Storm

Precipitation:

Precipitation means rain, hail or snow falling directly from the air onto an insured item.

Flooding:

Flooding means:

- the transgression of the coastline by the sea, by tidal waves and/or other waves and tides and the flow of water onto land.
- the bursting of banks, overflow of water by rivers, streams, lakes and/or collapse of dams, dykes, quays, locks or other water-retaining structures causing water to flow onto land;

damage or loss due to flooding affecting the insured items arising from the water pressure or the speed, the soaking effect of the water, the contaminating and/or polluting effects of the water, the drag effect of the water, the eroding effect of the water or the penetrating effect of the water.

Earthquake or Seaquake and Volcanic Eruption:

Damage or loss by an earthquake or seaquake and volcanic eruption means damage or loss caused by movements and distortions of the solid earth surface (tectonic and geological phenomena), either during the time period in which or during the 24 hours after the effects of the Earthquake or Seaquake and Volcanic Eruption manifest themselves in or near the site where the insured items are. In any event, an Event will be deemed not to have ended until three days (72 hours) have elapsed – to be counted from the onset of the Event – in which the Event no longer occurs.

Upon occurrence of any other Event that it is not covered either during the time in which or the 24 hours after the effects of the Earthquake and Seaquake and Volcanic Eruption manifest themselves in or near the site where the insured property is located, the Company will not pay any compensation, unless the Insured proves that the damage or loss cannot be ascribed to any of the aforementioned tectonic or geological phenomena.

Strike and Rioting:

- Strike means that a legitimate assignment of work is not fulfilled or is fulfilled in part only by a number of employees of a company collectively.
- Rioting means incidental manifestations of violence.

War and Kindred Risks:

War and Kindred Risk means:

- any Armed Conflict: any instance of states or organised parties combatting one another, i.e. in which one combats the other, using military means of power. Armed conflict is deemed to include any armed intervention by a peace force of the United Nations;
- any Terrorist Act: A terrorist act means any act, including without limitation, the use of power or force and/or the threat thereof by any person or group of persons, committed individually or on behalf of or in connection with any organisation or government authority, for political, religious, ideological or similar purposes, also if the intention is to influence any government and/or to instill fear in the community or any part of the community.
- Civil War: means a more or less organised violent combat between citizens of one and the same state, involving an important part of the residents of that state;
- Domestic Riots: means more or less organised local violent actions, occurring at various locations within a state;
- Uprising: means any more or less organised local violent maneuver directed against public authority.
- Mutiny: means a more or less organised violent maneuver by members of an armed force, directed against the authority under which they resort.

Nuclear Reactions

Nuclear reaction means any nuclear reaction whereby energy is released, such as a nuclear fusion, nuclear fission, artificial and natural radioactivity. The exclusion in relation to nuclear reactions does not apply to radio-active nuclides outside a nuclear plant used or intended to be used for industrial, commercial, agricultural, medical, scientific, educational or (non-military) security purposes, provided that a permit issued by a competent government authority is in effect (insofar as required) for the manufacture, use, storage and disposal of radio-active substances;

'Nuclear Plant' means a nuclear plant (kerninstallatie) within the meaning of the Dutch Nuclear Incidents (Third Party Liability) Act (Wet Aansprakelijkheid Kernongevallen) (Dutch Bulletin of Acts and Decrees 1979-225).

Article 2

Extensions and/or alterations

The Insured has the freedom to extend, alter, expand, demolish, internally relocate or make other changes to the home within the scope of the policy description and the sum insured. During the period in which changes are made and window panes have not yet been fully fitted or the building or any part of it are not yet watertight and windtight and are not yet in use, this insurance provides cover only for the risks of Fire, Fire extinguishing, Lightning Stroke, Explosion, Earthquake or Seaquake, Volcanic Eruption, collision and damage or loss by aircraft.

During the period of construction of an extension or the alteration period, the necessary building materials present in the home or on the site near the home are included in the sum insured for the home. For Theft of building materials, an excess/deductible applies of ANG/AWG 1,500 (USD 840) per Event. Site huts and sheds present on the site are expressly excluded from this insurance.

Vacancy

When the home has not been occupied for more than 60 days, cover – if insured – will be limited to Events of Fire, Fire extinguishing, Explosion, Lightning Stroke, aircraft, collision with a vehicle or watercraft, Earthquake and Seaquake, Volcanic Eruption, unless otherwise stated on the policy schedule.

Article 3 Exclusions

In addition to the exclusions set forth in the General Conditions and on the policy schedule or clauses schedule, respectively, the following are also excluded from the insurance:

- a. direct damage due to wear and tear, overdue maintenance or a poor state of repair of the home;
- b. damage or loss to any interest covered by a special insurance, such as a Glass insurance, regardless of the inception date of that insurance;
- c. damage or loss to any interest of a party other than the Insured on behalf of whom the relevant owner has taken out an insurance, regardless whether the sum insured is sufficient under that insurance.
- d. damage or loss due to arson by or for the Insured;
- e. damage or loss due to gross negligence, recklessness, intent or negligence bordering on intent of the Insured;
- f. damage or loss to garden landscaping by weather or weather effects, Theft or attempted Theft, vandalism and damage by cutting or clipping or pruning;
- g. damage or loss due to repairs of sprinkler systems and sewers under Detection Costs
- h. damage or loss due to inexpertly installed pipes, appliances or equipment;
- i. damage or loss due to inadequate maintenance and sealing that is or has become inadequate;
- j. damage or loss due to wear and tear or to any other gradually progressing weather effects, such as the gradual effect of damp accumulating in walls and floors, known as 'moisture penetration';
- k. damage or loss caused by Precipitation entering through open windows, shutters and doors, unless they are open due to a covered Event;
- l. damage or loss caused by moths, wood worm, termites, mould, bacteria, viruses and/or fungi;
- m. damage or loss due to insured items being machined, cleaned, treated and/or repaired;

- o. damage or loss due to repair work to the home or due to alterations or construction of an extension, other than the covered hazards referred to in Article 2
- p. damage or loss caused by a change in the soil structure and or by ground displacement or other defects in foundations and/or walls of the home, with regard to either the design or the materials used and/or the processing thereof;
- q. damage or loss caused by water, air and soil pollution;
- r. damage due to war and terrorism, malicious contamination and/or prevention measures and acts or conduct in preparation of them;
- s. If the (catastrophe) causes listed in Category V of this Article 12 have not been insured by being referred to in the policy schedule, the insurance excludes damage or loss that arises either during the time period in which or the 72 hours after which the effects of the catastrophe causes listed in Category V of Article 12 manifest themselves at or near the place of the insured property, unless the Insured proves that the damage or loss cannot be attributed to the aforementioned causes.

In the event of Glass panes:

- t. damage or loss to the decoration, paintwork and legends on the Glass, unless they have expressly been co-insured;
- u. damage or loss to Glass in windbreaks en/or in balcony partitions or terrace or site fencing;
- v. damage or loss to stained glass or due to wear or any other form of inherent defect;
- w. damage or loss arising during alteration of the building or due to relocation, alteration or treatment of the Glass insured.

Article 4 Loss adjustment

- 1. The extent of the damage or loss to the home is assessed:
 - a. if no Prior Appraisal applies, on the difference between the Reconstruction Value of the building immediately before the loss Event and that of the remaining part immediately after the loss Event, or;
 - b. If a Prior Appraisal applies, to the difference between the amount of the appraisal and the value of the remainder, to be appraised on the same basis as the Prior Appraisal; or
 - c. to the difference between the Market Value of the home immediately before the loss Event and that of the remaining part immediately after the loss Event.
- 2. The Insured must inform the Company in writing within 12 months of the loss Event whether or not he/she will rebuild or repair. If the Insured does not make his/her decision known within that term, the loss settlement will be effected as described in paragraph 4 below.
- 3. Upon effective realisation or reconstruction or repair by the Policyholder on the same site and with the same use within 24 months of the loss Event, loss settlement will be on the basis of the Reconstruction Value as described in paragraph 1(a) or (b), respectively, with due observance of the provisions of paragraph 4.
- 4. In all other cases, the lower will be paid of the loss amounts computed on the basis of the Reconstruction Value (pursuant to paragraphs 1(a) and (b), respectively) and on the basis of the Market Value (paragraph 1(c)). No allowance will be made for any specific-appraisal clause that may apply under Article 7:960 of the Civil Code.
- 5. The damage or loss will always be settled in the manner described in paragraph 4 if, before the damage or loss event:
 - the insured had the intention of demolishing the building;
 - the home was intended for demolition or compulsory purchase;
 - the relevant competent authority has declared the home unfit for habitation or unfit for use;
 and, unless the Insured has a reconstruction obligation and the home has a residential purpose only, if:

- the home (or any part to be deemed an independent part of it) has been vacant or not in use for two months or more already and the home had additionally been offered for sale;
 - the home has been squatted, wholly or partly, or was put to use unlawfully.
6. If the Insured is eligible for compensation computed on the basis of the Reconstruction Value (paragraphs 1(a) and (b), respectively), 40% of the loss amount computed on the basis of the Reconstruction Value will be paid first, unless 100% of the compensation computed on the basis of the Reconstruction Value (paragraph 1 (c)) is lower than that amount. In the latter case, 100% of the compensation computed on the basis of the Reconstruction Value will be paid in a single installment. Any higher amount will be paid against the presentation of bills. The total benefit relating to the damage or loss to the home will never exceed the actual costs incurred.
8. In the event of damage to property of third parties, the Company may pay directly to those third parties.
9. In case of Glass damage, if the damage, including the fitting costs, does not exceed ANG/AWG 900,(USD 500), the Policyholder may have the broken Glass replaced by glass of the same kind and quality without prior authorisation from the Company. In all other cases, the Company may have the broken glass replaced or may decide to pay the price of the Glass, including the fitting costs.

Article 5 Underinsurance

If the sum insured is lower than the building's value immediately before the loss Event, compensation of the loss assessed and of the costs will be made proportional to the sum insured up to the value immediately before the loss Event, subject to the applicable maximum amounts. The costs related to assessing the loss will be fully paid, also in the case of underinsurance, with due observance of the provisions of the General Conditions.

Article 6 Other insurances

The Company is not obliged to be pay a benefit if and insofar as damage or loss is covered by another insurance, whether or not of an older date, or if it would be covered by it on the grounds of any act or provision if the present insurance policy were not to have existed.

Article 7 Sum Insured after damage or loss

Upon occurrence of a covered Event described in Article 12, the sum insured is reduced by the amount of any compensation paid, regardless whether the compensation has already been paid, wholly or partly, and regardless whether the compensation applies proportionately to the sum insured in accordance with Article 5. The reduction will be deemed to have been applied immediately after the Event causing the damage or loss. Upon the occurrence of a following Event causing damage or loss, the Company will be obliged only to compensate the damage or loss in the same proportion between the sum insured thus reduced and the insured building's value immediately before the Event causing the damage or loss. Upon a reduction of the sum insured, the Company is not obliged to refund the premium. For insurance policies of which the premiums are annually paid and for which the Company has already carried the risk for more than 12 months, premium will be due at the beginning of the following calendar year only on the sum insured that has thus been reduced.

Article 8 Changes in risks

1. The Insured is obliged to inform the Company as quickly as possible in writing of:
 - any change in the permitted or actual use, type of construction or roofing of the building described (for example letting of rooms or flats);
 - vacancy of the building or of a part that can be deemed to be an independent part of it;
 - disuse of the building or of any independent part of it during a continuous period that is expected to last more than 2 months;
 - squatting or any unlawful use made of the building, wholly or partly, by third parties.
2. The insurance provides cover from the time that the building:
 - has been unlawfully used, wholly or partly, by parties other than the Insured;
 - has been squatted, wholly or partly;
 - a part of it to be regarded as an independent part has been vacant or disused for a continuous period that is expected to last more than two months.
 - only damage or loss– if insured – due to:
 - Fire;
 - Explosion;
 - Lightning Stroke;
 - Storm;
 - aircraft

Insofar as the insurance provides cover for one or more buildings jointly comprising more than five (living) units, vacancy or disuse due to normal turnover will not be regarded as a change in risk within the meaning of the provisions of paragraphs 1 and 2. The provisions of Article 4(5) will, however, remain in force.
3. With regard to the other changes referred to in paragraph 1, the Company will not change the cover, with the exception of the provisions set forth in paragraphs 4 and 5 below.
4. After a notification has been received from the Insured regarding the changes in risk referred to in paragraph 1, cover will be continued with due observance of the restrictions set forth in paragraph 2, unless the Company advises that it will not continue the insurance or wishes to reach further agreement with the Policyholder on the premium and/or the conditions.
5. If the Insured fails to give timely notice of the changes in risk referred to in paragraph 1, all rights to compensation will terminate two months after the date of the change in risk unless the insurance would also have continued after the notice. If the Company would only have continued the insurance at a higher premium, any damage or loss will be compensated in the same proportion as the premium applicable before the occurrence of the change in risk stands to the premium newly to be entered. If the Company would have set different conditions if it had been aware of the change in risk, compensation will be paid only as if those conditions were part of the policy. If the Company would not have continued the insurance if it had been aware of the actual state of affairs, no compensation will be payable. The provisions of paragraphs 2 and 4 remain in force.

Article 9 Transmission of ownership

On transmission of the building to another interested party, the cover remains in force for up to one month, insofar as no change in risk is involved within the meaning of Article 8. In the event of a change in risk, continuation on the basis of this Article will take place only if the Company has agreed in writing to the continuation.

Article 10 Indexing (adjustment of value)

Applies only if declared applicable on the policy schedule.

Annually, the sum insured and, proportionally, the premium of the building insured on the basis of indexing will be adjusted effective from the premium due date in accordance with the most recently computed figure of construction costs computed by the joint insurers. If at the time of the loss Event, the index figure is higher than the index figure at the time of the most recent premium due date, the sum insured to be used for loss adjustment purposes will be the amount corresponding to the index figure at the time of the loss Event and will be limited to 125% of the sum insured established on the most recent premium due date.

COVER

Article 11 Scope of cover

The insurance provides cover for the home described in the policy schedule against property damage or loss that is directly and exclusively due to an unanticipated Event as described below which is referred on the policy schedule, even if that Event is due to an inherent defect, but with due observance of the exclusions referred to below and in the General Conditions. The insurance is of the Insured's interest (in the items and costs described).

Article 12 Events Covered

Category I	Fire
Category II	Burglary
Category III	Related causes
Category IV	Flooding and other water damage
Category V	Catastrophe causes
Category VI	

Category I Fire

The home has been insured (also if the covered Events are due to any inherent defect or inherent vice) against property damage caused by:

- a. Fire and Fire extinguishing as referred to in the Definitions as well as against damage or loss arising from a neighbouring Fire;
- b. Lightning Stroke;
- c. Explosion as referred to in the definitions.

Category II Burglary

Applicable only if declared applicable in the policy schedule.

The home has been insured against property damage or loss caused by Burglary or attempted Burglary

Category III Related causes

Applicable only if declared applicable in the policy schedule.

The home has been insured (also if the covered Events are due to any inherent defect or inherent vice) against property damage caused by:

- a. aircraft as referred to in the definitions;
- b. vandalism committed by someone who entered the building unlawfully, or someone other than the Insured who unlawfully causes damage to the insured home.
- c. unanticipated outflow of water and electricity from the water mains, the air-conditioning system and the pipes and discharge pipes, sanitary and other appliances, connected to them due to the sudden occurrence of a defect as well as an overflow of water from the aforementioned systems and appliances. If, due to the above, damage or loss arises, the cover includes the costs of tracing the defect and the related breakage and repair work to the walls, floors and other parts of the building.
No cover is provided for damage or loss to reservoirs, taps, supply and drain pipes, sanitary or air-conditioning systems and other appliances belonging to the water pipes, as well as damage or loss due to water flowing back from the public sewer or due to ground water, unless penetrated via drain pipes, sanitary and other appliances.
- e. unanticipated outflow of water from aquariums;
- f. collision of a vehicle or vessel with the building;
- g. toppling of cranes and pile-driving equipment;
- h. falling over trees;
- i. breakage of Glass panes, regardless of the cause, but with due observance of the exclusions listed in Article 3(t) to (w);

Category IV; Flooding and other water damage

Applicable only if declared applicable in the policy schedule.

The home has been insured (also if the covered Events are due to any inherent defect or inherent vice) against property damage caused by:

- a. Flooding;
- b. unanticipated entry of rain, hail and melt water, referred to below as 'Precipitation'. This cover excludes damage or loss:
 - caused by Precipitation entering through open windows, doors or shutters;
 - due to damp penetrating through walls or due to other constructional errors;
 - due to groundwater, unless it penetrated via drain pipes and systems and appliances connected to them;
 - consisting of repair costs to roofs, gutters and rainwater pipes.

An excess/deductible of 2% of the sum insured applies to the causes listed in this Category IV, with a minimum of ANG/AWG 1,000 (USD 560) per Event.

Category V; Catastrophe causes

Applicable only if declared applicable in the policy schedule.

The home has been insured against property damage or loss caused by:

- a. Storm, including winds with speeds of at least 14 meters per second (wind force 7);
- b. Earthquake or Seaquake;
- c. Volcanic Eruption;
- d. Flooding due to the events listed in a. b. and c. of this Article;
- e. Riots, rioting and disturbance.

An excess/deductible of 2% of the sum insured applies to the cover taken out under this Category V, with the exception of the damage or loss referred to in paragraph e, with a minimum of ANG/AWG 1000 (USD 560) per Event, on the understanding that an Event will not be deemed to have terminated until three days have elapsed in which the Event no longer occurs, counted from the onset of the Event.

Category VI

Insofar as Categories I, II, III, IV and V have been insured collectively as stated on the policy schedule, any sudden and unanticipated Event from outside will also be insured, Cover does not apply to the excess/deductible referred to in Categories IV and V.

Article 13 Cover in excess of the sum insured

The insurance provides cover for amounts in excess of the sum insured for the insured Events referred to in Article 12:

- a. Damage Prevention and Mitigation Costs;
- b. Expert assessment costs, as described in the General Conditions.

Article 14 Cover up to 10% of the sum insured

The insurance provides additional cover in excess of the sum insured up to 10% of the sum insured for any of the parts referred to in paragraphs 1 to 7, individually, if they have been insured for damage or loss due to related causes, referred to in Article 12, Category III, 'Related Causes', Category IV, 'Flooding and other Water Damage', and Category V, 'Catastrophe Causes':

1. Restoration costs of the garden belonging to the building, due exclusively to Fire, Fire extinguishing, Lightning Stroke, Explosion, collision with a vehicle or vessel and damage or loss by aircraft insofar as those costs are at the expense of the Insured;
2. Clean-up and Detection Costs;
3. Loss of rent due to the home being unavailable, wholly or partly, to third parties renting the home from the Insured. Upon deduction of the costs saved, the rent will be compensated that is lost in the time period needed for repair to the former state under normal circumstances, up to 52 weeks, and if no repair is undertaken, up to 10 weeks. If the home is used by the Insured himself/herself, the benefit is the same as if it is let for the same use;
4. Costs arising from provisions in or to the home that are necessary due to a covered Event, insofar as they arise from an obligation imposed on the Insured by a competent authority;
5. Damage or loss to items of third parties after a covered Event insofar as the Insured is liable for that damage or loss as owner of the home.
6. Damage or loss to and in neighbouring buildings of the insured home due to a covered Event affecting the insured home, with the exception of any catastrophe cause referred to in Article 12, Category V, insofar as the Insured is liable for the damage or loss as owner of the home.
7. Additional costs incurred by the Insured up to 10% of the damage or loss to the home, insofar as the home is used exclusively as a private residence and insofar as the costs do not belong to any other category referred to in this Article, provided that those costs:
 - are related to an Event covered by this Insurance; and
 - are proven by the Insured.

SPECIAL TERMS AND CONDITIONS OF HOME CONTENTS INSURANCE NO. IPV-001

Article 1 Definitions

Area of Cover:

The Area of Cover means the geographical area of the address where the insured items are kept, as stated in the policy schedule.

Insured:

In addition to the Policyholder, the Insured means any other person having an interest in the insured items and their preservation who is eligible for compensation under the insurance or who may be eligible for compensation by accepting the assignment.

Company:

means the Company stated on the policy schedule, i.e. ENNIA Caribe Schade N.V. or ENNIA Caribe Zorg N.V., respectively.

Home:

means the real property for use as a residence that is described on the policy schedule and everything commonly considered to be part of it, including the foundations, site fencing, glass panes for light transmission, aerials, solar panels, solar boilers and all other items fixed onto them that form part of the building stated on the policy schedule. Insofar as not insured for individual sums, the description includes all structures that are intended by their nature and set-up to remain in place on a lasting basis. The description does not include piers, jetties, retaining walls, water-retaining structures, (artificial) islets and/or other structures, whether or not built onto the home, located at or near the sea or any inland water, unless they have been expressly co-insured, as evidenced by the policy schedule.

Contents:

means all personal property belonging to a private household, with the exception of:

- tools for exercising a profession in paid employment;
- money and valuable papers;
- untreated precious or other metal or unimbedded precious stones;
- curiosities or works of art worth more than ANG/AWG 2,500 (USD 1,400);
- securities, bonds, cheques;
- motor vehicles and trailers, caravans, watercraft, all of them including loose parts and accessories;
- items for industrial and commercial purposes.

Event:

means any event causing loss or damage that occurs within the Area of Cover during the validity term of the insurance. If the Event occurs before the renewal date or the expiry date of this policy and ends after the renewal date or the expiry date, the Company will compensate the damage or loss due to a covered Event (such as damage or loss due to an Earthquake, Seaquake, Precipitation, Flooding or Storm) occurring during that period and when that entire period falls within the insurance term of the policy.

Tenant's Interest:

means the costs that are for the account of the Insured due to damage or loss to:

- boarding applied within the home and the pertaining storage areas and annexes;
- mortar, paint, wallpaper and whitewash work, air treatment systems, security systems, kitchen appliances, sanitary equipment and other facilities that are fixtures of the home;
- structures placed on the site of the home which are intended by their nature and set-up to remain in place on a lasting basis and that are not intended for commercial use.

The description does not include piers, jetties, retaining walls, water-retaining structures, islets and/or other structures, whether or not built onto the home, located at or near the sea or any inland water, unless they have been co-insured, as evidenced by the policy schedule.

Personal Ornaments:

means jewellery, including watches, manufactured to be worn on or to the body and consisting, wholly or partly, of (precious) metal, rock, mineral, ivory, (red) coral or other such substances as well as pearls.

Audio-visual computer equipment and communication equipment:

The aforementioned equipment includes:

- imaging, sound, receiving and transmitting equipment, such as radios, gramophone players,
- television sets, smartphones, mobile telephones;
- compact disc players, tape recorders, cassette recorders and video recorders;
- computer hardware, such as personal computers, laptop computers, tablet computers and gaming computers;
- video cameras and photo cameras;
- the foregoing, including peripheral equipment and other devices such as imaging, sound, and information carriers, loudspeakers, monitors, disk and printing units.

Money and valuable papers:

Money means coins and bills for use as legal tender. 'Valuable papers' means all papers that are commonly attributed a certain monetary value, including cheques and credit cards.

New-For-Old Value:

means the amount needed to purchase new items of the same kind and quality.

Current Value:

means the New-for-Old Value after deduction of an amount for depreciation on grounds such as use, ageing or wear and tear.

Replacement Value:

means the amount needed to purchase items of equivalent kind, quality, quantity, condition and age.

Damage Prevention and Mitigation Costs:

means the costs associated with measures taken within reasonable limits in the event of an imminent hazard before, during or after a covered Event in order to prevent or mitigate damage or loss to insured items. Damage or loss to any items used for that purpose, arising from the hazard for which the insurance provides cover is regarded as Damage Prevention and Mitigation Costs. In the event of imminent materialisation of the risk of Storm damage, the costs of purchasing items used in that situation are not regarded as Damage Prevention and Mitigation Costs.

Clean-up Costs:

means the cost of demolition, removal, disposal and destruction of insured items that have not already been included in the loss assessment insofar as that disposal and/or demolition is the necessary consequence of an Event that has been insured.

Fire:

means any fire caused by burning and accompanied by flames outside a fireplace and capable of propagation on its own. Accordingly, Fire is not:

- singeing, scorching, melting, charring, brewing;
- burnout of electrical appliances and engines;
- overheating, burnout, breakage of ovens and boilers.

Explosion:

means a complete or partial destruction, caused by a sudden violent manifestation of energy from gasses or vapours, with due observance of the following: If the Explosion originates within a barrel (whether or not closed), the sudden violent manifestation of energy requirement is fulfilled if the pressure of the gasses/vapours contained in the barrel (regardless of how those gasses or vapours originated and regardless of whether they were already present before or did not develop until during the Explosion) leads to a rupture in the wall of the barrel such that gasses, fluids, vapours or fluids flow from the opening formed by the rupture and the pressures within and outside the barrel have become equal to one another. If that is not the case or if the Explosion originated outside the barrel, the sudden violent manifestation of energy must have been the direct effect of gasses or vapours that developed or were brought to expansion by a chemical reaction of solid, liquid, gaseous or vaporous substances or a mixture of them.

Damage or Loss by Aircraft:

Without prejudice to the General Exclusions set forth in the General Conditions and the provisions relating to War and Kindred Risks, if the risk of damage or loss by aircraft has been co-insured, cover is also provided for damage and loss to the insured items because they were hit by a departing, flying, landing or falling aircraft or spacecraft or any projectile, explosive device or any other object connected to or separated, thrown or fallen from it as well as any other object that is hit by any of the objects referred to above.

Groundwater:

means water, whether or not from heavy rainfall, that normally lies below the earth surface. Groundwater does not include water from water reservoirs, water drainage channels such as brooks, creeks, streams, rivers and the sea.

Extension:

means buildings and annexes to be newly constructed or structural expansions of the existing home.

Lightning Stroke:

means a discharge of atmospheric electricity to the earth, leading to demonstrable damage to the earth surface and/or items present on the site of the lightning stroke, on the understanding that damage or loss occurring within a radius of 300 meters from the lightning stroke will be deemed to have been caused by the Lightning Stroke.

Forcible Entry:

means breaking the closing devices, causing visible damage, of the building containing the insured items in order to steal insured items.

Burglary:

means unlawful entry of the building containing the insured items and stealing insured items.

Theft:

means unlawful entry or use of tools to steal insured items from the outside.

Risk Awareness:

means that the Company is aware of the location, type of construction, interior and use of the home described in the policy and of the adjacent structures at the time of entering into the insurance policy.

Prior Appraisal:

If according to the policy the insured items were appraised by one or more experts appointed by both the parties, the Prior Appraisal is binding. If the Company proves that fraud has been committed, the expert appraisal loses its validity. The appraisal report is deemed to be part of this Agreement and has a validity term of 36 months. If the insurance is indexed, the appraisal report has a validity term of 60 months. After the validity term has expired, the amount of the appraisal report is used as the basis of the loss assessment, subject to the right of the Company to prove that the appraisal value is excessive. For indexed policies, the appraisal amount is increased by annual value adjustments in accordance with the above. If, according to the policy, the insured items were appraised by the Insured, that value will be taken as the basis of the loss assessment up to the expiration of the insurance, subject to the right of the Company to prove that the value was excessive at the time of the damage or loss.

Glass:

means glass for light transmission purposes used in windows and doors of the home described in the policy schedule. Glass is deemed to include: plastic domes and windows, solar-control material between double layered glazing, glass and plastic panes in windbreaks, balcony partitions and site fencing, solar panels and glass panels used as exterior wall decoration.

Detection Costs:

means the costs of tracing the cause of any unanticipated outflow or leakage of water from supply and drain pipes located inside and outside the home, from discharge pipes and sewers and from the systems, sanitary and other appliances connected to them and the related breakage and repair work to walls, floors and other parts of the home as well as the repair of the pipes and the appliances themselves.

Storm:

Storm means a low air-pressure weather system at a persistent wind speed of at least 14 meters per second (wind force 7). If wind speeds are alternately higher and lower than 14 m/s, there will be deemed to be one Storm from the moment that the wind speed first reaches 14 m/s until the beginning of a period of at least 24 consecutive hours during which the wind speed has been 10 m/s or less; In any event, a Storm will not be deemed to have ended until three days (72 hours) have elapsed within which the Storm no longer occurs, counted from the beginning of the Storm.

Damage or loss by Storm will be deemed equivalent to:

- damage or loss because insured items detach and/or break and/or are damaged due to high winds;
- damage or loss to insured items because items are moved by high winds and are thereby affected;
- damage or loss due to Precipitation, insofar as that damage or loss arises from wind damage to the insured items;
- damage or loss to insured items due to Precipitation or Flooding, insofar as that Flooding is due to Storm.

Precipitation:

Precipitation means rain, hail or snow falling directly from the air onto an insured item.

Flooding:

Flooding means:

- the transgression of the coastline by the sea, by tidal waves and/or other waves and tides and the flow of water onto land.
- the bursting of banks, overflow of water by rivers, streams, lakes and/or collapse of dams, dykes, quays, locks or other water-retaining structures causing water to flow onto land;
- damage or loss due to flooding affecting the insured items arising from the water pressure or the speed, the soaking effect of the water, the contaminating and/or polluting effects of the water, the drag effect of the water, the eroding effect of the water or the penetrating effect of the water.

Earthquake or Sequake and Volcanic Eruption:

Damage or loss by an earthquake or seaquake and volcanic eruption means damage or loss caused by movements and distortions of the solid earth surface (tectonic and geological phenomena), either during the time period in which or during the 24 hours after the effects of the Earthquake or Seaquake and Volcanic Eruption manifest themselves in or near the site where the insured items are. In any event, an Event will not be deemed to have ended until three days (72 hours) have elapsed – to be counted from the onset of the Event – in which the Event no longer occurs.

On the occurrence of damage or loss that it is not covered either during the time in which or the 24 hours after the effects of the Earthquake and Seaquake and Volcanic Eruption manifest themselves in or near the site where the insured property is located, the Company will not pay any compensation, unless the Insured proves that the damage or loss cannot be ascribed to any of the aforementioned tectonic or geological phenomena.

Strike and Rioting:

- Strike means that a legitimate assignment of work is not fulfilled or is fulfilled in part only by a number of employees of a company collectively.
- Rioting means incidental manifestations of violence.

War and Kindred Risks:

War and Kindred Risk means:

- any Armed Conflict: any instance of states or organised parties combatting one another, i.e. in which one combats the other, using military means of power. Armed conflict is deemed to include any armed intervention by a peace force of the United Nations;
- any Terrorist Act: A terrorist act means any act, including without limitation, the use of power or force and/or the threat thereof by any person or group of persons, committed individually or on behalf of or in connection with any organisation or government authority, for political, religious, ideological or similar purposes, also if the intention is to influence any government and/or to instil fear in the community or any part of the community.
- Civil War: means a more or less organised violent combat between citizens of one and the same state, involving an important part of the residents of that state;
- Domestic Riots: means more or less organised local violent actions, occurring at various locations within a state;
- Uprising: means any more or less organised local violent manoeuvre directed against public authority.
- Mutiny: means a more or less organised violent manoeuvre by members of an armed force, directed against the authority under which they resort.

Nuclear Reactions:

Nuclear reaction means any nuclear reaction whereby energy is released, such as a nuclear fusion, nuclear fission, artificial and natural radioactivity. The exclusion in relation to nuclear reactions does not apply to radio-active nuclides outside a nuclear plant used or intended to be used for industrial, commercial, agricultural, medical, scientific, educational or (non-military) security purposes, provided that a permit issued by any competent authority is in effect (insofar as required) for the manufacture, use, storage and disposal of radio-active substances;

'Nuclear Plant' means a nuclear plant (kerninstallatie) within the meaning of the Dutch Nuclear Incidents (Third Party Liability) Act (Wet Aansprakelijkheid Kernongevallen) (Dutch Bulletin of Acts and Decrees 1979-225).

Extortion and Robbery:

Extortion means unlawfully extracting money or property from someone under false pretences or using other reasons that are coercive towards the person;

'Robbery' is the unlawful and violent removal of insured interests from the Insured by persons other than an Insured in any of the following ways:

- a. by means of violence against the person watching over the insured interests or by overtly threatening him in order to instil in him the fear that violence will be exercised;
- b. by unlawful acts, directed against a person who has been killed or who lost consciousness due to injuries inflicted on him deliberately or accidentally while he watched over the insured interests;
- c. by any other overt criminal act, committed in the presence of the party who watched over the insured interest and who witnessed that act.

Strike and Rioting:

- Strike means that a legitimate assignment of work is not fulfilled or is fulfilled in part only by a number of employees of a company collectively;
- Rioting means incidental manifestations of violence.

Article 2 Cover for Extensions and/or alterations**Extensions and/or alterations**

The Insured has the freedom to extend, alter, expand, demolish, internally relocate or make other changes to the home within the scope of the policy description and the sum insured. During the period in which changes are made and window panes have not yet been fully fitted or the building or any part of it are not yet watertight and windtight and are not yet in use, this insurance provides cover only for the risks of Fire, Fire extinguishing, Lightning Stroke, Explosion, Earthquake or Seaquake, Volcanic Eruption, collision and damage or loss by aircraft.

Vacancy

When the home has not been occupied for more than 60 days, cover – if insured – will be limited to Events of Fire, Fire extinguishing, Explosion, Lightning Stroke, aircraft, collision with a vehicle or watercraft, Earthquake and Seaquake, Volcanic Eruption, unless otherwise stated on the policy schedule.

Article 3 Exclusions

In addition to the exclusions set forth in the General Conditions and on the policy schedule or clauses schedule, respectively, the following exclusions apply:

- a. direct damage due to wear and tear, overdue maintenance or a poor state of repair of the home;
 - b. damage or loss to any interest covered by a special insurance, such as a Glass insurance, regardless of the inception date of that insurance;
 - c. damage or loss to any interest of a party other than the Insured on behalf of whom the relevant owner has taken out an insurance, regardless whether the sum insured is sufficient under that insurance.
 - d. damage or loss due to arson by or for the Insured;
 - e. damage or loss due to gross negligence, recklessness, intent or negligence bordering on intent of the Insured;
 - f. damage or loss to garden landscaping by weather or weather effects, Theft or attempted Theft, vandalism and damage by cutting or clipping or pruning;
 - g. damage or loss due to repairs of sprinkler systems and sewers under Detection Costs
 - h. damage or loss due to inexpertly installed pipes, appliances or equipment;
 - i. damage or loss due to inadequate maintenance and sealing that is or has become inadequate;
 - j. damage or loss due to wear and tear or to any other gradually progressing weather effects, such as the gradual effect of damp accumulating in walls and floors, known as 'moisture penetration';
 - k. damage or loss caused by Precipitation entering through open windows, shutters and doors, unless they are open due to a covered Event;
 - l. damage or loss caused by moths, wood worm, termites, mould, bacteria, viruses and/or fungi;
 - m. damage or loss due to insured items being machined, cleaned, treated and/or repaired;
 - o. damage or loss due to repair work to the home or due to alterations or construction of an extension, other than the covered hazards referred to in Article 2;
 - p. damage or loss caused by a change in the soil structure and/or ground displacement or other defects in the foundations and/or walls of the home, with regard to either the design or the materials used and/or their processing, unless the Insured is not the owner of the home or is not liable for the damage caused;
 - q. damage or loss caused by water, air and soil pollution;
 - r. damage due to war and terrorism, malicious contamination and/or prevention measures and acts or conduct in preparation of them;
 - s. If the (catastrophe) causes listed in Category V of this Article 13 have not been insured by being referred to on the policy schedule, damage or loss will be excluded that arises either during the time period in which or the 72 hours after which the effects of the catastrophe causes listed in Category V of Article 13 manifest themselves at or near the place where the insured property is located, unless the Insured proves that the damage cannot be attributed to the aforementioned causes;
 - t. Payments to an Insured or institution to which payments may not be made in view of a statutory rule, for example because a sanctioned country is involved.
- In the event of Glass panes:
- u. damage or loss arising during alteration of the building or due to relocation, alteration or treatment of the insured Glass;

Article 4 Assessment of Damage or Loss

1. The extent of the damage or loss to the contents is assessed:
 - a. if no prior appraisal applies, on the difference between the new value of the contents immediately before the loss Event and the part remaining immediately after the loss Event, or;
 - b. If a prior appraisal applies, to the difference between the amount of the appraisal and the value of the remainder, to be appraised on the same basis as the prior appraisal; or the damage or loss will be assessed at the current value for:
 - items of which the current value is less than 40% of the new value;
 - items withdrawn from the use for which they were intended;
 - mopeds and, if co-insured, other motor vehicles, caravans or other trailers and watercraft;

For items with an antiquarian value or rarity value, the loss will be assessed in accordance with or by reference to the appraisal value.

If damaged items can be repaired, the assessed loss will be equivalent to the value of the repair costs if they are lower than the difference between the value immediately preceding and immediately following the Event, possibly increased by the depreciation in value caused by the damage and not undone by the repair.

In the event of damage to property of third parties, the Company may pay directly to those third parties.

In case of Glass damage, if the damage, including the fitting costs do not exceed ANG/AWG 900 (USD 500), the Policyholder may have the broken glass replaced by glass of the same kind and quality without prior authorisation from the Company. In all other cases, the Company may have the broken glass replaced or may decide to pay the price of the glass, including the fitting costs.

Article 5 Underinsurance

If the sum insured is lower than the contents' value immediately before the loss Event, compensation of the loss assessed and of the costs will be paid proportional to the sum insured up to the value immediately preceding the loss event, subject to the applicable maximum amounts. The costs associated with assessing the loss will be fully paid, also in the case of underinsurance, with due observance of the provisions of the General Conditions.

Article 6 Other insurances

The Company is not obliged to pay a benefit if and insofar as damage or loss is covered by another insurance, whether or not of an older date, or would be covered by it on the grounds of any act or provision if the present insurance policy were not to have existed.

Article 7 Sum insured after damage or loss

On the occurrence of a covered Event described in Article 13, the sum insured is reduced by the amount of any compensation paid, regardless of whether the compensation has already been paid, wholly or partly, and regardless of whether the compensation applies proportionately to the sum insured in accordance with Article 5. The reduction will be deemed to apply immediately after the Event causing the damage or loss. On the occurrence of a following Event causing damage or loss, the Company will be obliged only to compensate the damage or loss in the same proportion between the sum insured thus reduced and the insured contents' value immediately before the Event causing the damage or loss. On reduction of the sum insured, the Company is not obliged to refund the premium. For insurance policies of which the premiums are annually paid and for which the Company has already carried the risk for more than

12 months, premium will be due at the beginning of the following calendar year only on the sum insured that has thus been reduced.

Article 8 Changes in risks

1. The Insured is obliged to inform the Company as quickly as possible in writing of:
 - any change in the permitted or actual use, type of construction or roofing of the home described (for example letting of rooms or flats);
 - lack of occupancy of the home or any part of it to be regarded as an independent part;
 - vacancy of the home;
 - disuse of the home or any independent part of it during a continuous period that is expected to last more than 2 months;
 - squatting or any unlawful use made of the home, wholly or partly, by third parties.
2. The insurance provides cover from the time that the home:
 - has been unlawfully used, wholly or partly, by parties other than the Insured;
 - has been squatted, wholly or partly;
 - a part of the home to be regarded as an independent part is vacant or is expected to be disused for a continuous period of more than two months.
 - only damage or loss due to;
 - Fire;
 - Explosion;
 - Lightning Stroke;
 - Storm;
 - aircraft.

Insofar as the insurance provides cover for contents of one or more buildings jointly comprising more than five (living) units, vacancy or disuse due to normal turnover will not be regarded as a change in risk within the meaning of the provisions of paragraphs 1 and 2. The provisions of Article 4(5) will, however, remain in force.
3. With regard to the other changes referred to in paragraph 1, the Company will not change the cover, with the exception of the provisions set forth in paragraphs 4 and 5 below.
4. After a notification has been received from the Insured of the changes in risk referred to in paragraph 1, cover will be continued with due observance of the restrictions set forth in paragraph 2, unless the Company advises that it will not continue the insurance or wishes to reach further agreement with the Policyholder on the premium and/or the conditions.
5. If the Insured fails to give timely notice of the changes in risks referred to in paragraph 1, all rights to compensation will terminate two months after the date of the change in risk unless the insurance would also have continued after the notice. If the Company would only have continued the insurance at a higher premium, any damage or loss will be compensated in the same proportion as the premium applicable before the occurrence of the change in risk stands to the premium newly to be entered. If the Company would have set different conditions if it had been aware of the change in risk, compensation will be paid only as if those conditions were part of the policy. If the Company would not have continued the insurance if it had been aware of the actual state of affairs, no compensation will be payable. The provisions of paragraphs 2 and 4 remain in force.

Article 9 Transmission of ownership

On transmission of the contents to another interested party, the cover will remain in force for up to one month insofar as no change in risk is involved within the meaning of Article 8. In the event of a change in risk, continuation on the basis of this Article will take place only if the Company has agreed in writing to the continuation.

Article 10 Indexing (adjustment of value)

Applies only if declared applicable on the policy schedule.

Annually, the sum insured and, proportionally, the premium of the contents insured on the basis of indexing will be adjusted effective from the premium due date in accordance with the most recently computed index of family consumption published by Statistics Netherlands or the joint insurers, respectively. If at the time of the loss Event, the index figure is higher than the index figure at the time of the most recent premium due date, the sum insured to be used for loss adjustment purposes will be the amount corresponding to the index figure at the time of the loss Event, limited to a maximum of 125% of the sum insured established on the most recent premium due date.

COVER

Article 11 Scope of cover

1. Cover is provided for the items comprising the contents described and the costs of the Insured and of those with whom he lives together in a lasting family relationship.
2. Cover is provided for property damage or loss of the items comprising the contents described, due the Events referred to in Article 13, also if those Events are due to an inherent defect or inherent vice.

Compensation up to ANG/AWG 15,000 (USD 8,400)

3. In the event of Theft after Forcible Entry, unless otherwise stated on the policy schedule, the Personal Ornaments, other objects of (precious) metal, laptop computers, tablet computers and portable photographic, film, audio-visual and other reproduction equipment are insured up to 20% of the sum insured per Event, but never for more than the maximum per Event stated herein. If more contents insurances are in force, the sum insured will be reduced proportionally to the sums insured.

Compensation up to ANG/AWG 1,500 (USD 840)

4. For contents or part of the contents that are temporarily in a completely locked motor vehicle or on a site secured by a fence or other provision.
5. During transport, the contents insurance also applies to the covered Events and damage or loss due to an accident befalling the means of transport, breakage of hoisting gear or any fall from a noose during loading or unloading.

Compensation of up to ANG/AWG 2,000 (USD 1,200)

6. Watercraft and trailers as well as loose parts and accessories of motor vehicles, caravans, trailers and watercraft of the Insured, all insofar as they are not intended for commercial use, against the Events referred to in Article 13 below and provided that they are present inside the home described in the policy schedule, including its annexes and communal areas;
Tools for exercising a profession in paid employment insofar as they are not at the expense of the employer.

Compensation of up to ANG/AWG 500(USD 300) for each item individually

7. On money and valuable papers of the Insured and of third parties (other than business or other commercial institutions) in the keeping of the Insured at the address where the contents are kept, against Burglary, Theft and Robbery, insofar as no claim for the damage or loss thus arisen can be made under any compensation scheme of issuing institutions or on another basis. If requirements for the use of valuable papers have been published by the issuing institutions, a right to compensation will exist only if those requirements have been fulfilled. No cover is provided for loss or damage due to misuse of a card with a pin. Compensation is paid for the necessary costs incurred to replace the locks or their cylinders of the entrance doors of the home containing the contents if the related keys have been damaged or gone missing due to a covered Event affecting the contents. The replacement must take place within 48 hours of the Event.

Article 12 Cover outside the home

Outside the home described in the policy schedule, contents are also insured for the insured Events (Sections I, II, III, IV or V):

- a. in annexes and other private areas or storage areas of the home described in the policy schedule against all the Events covered under Article 13;
- b. indoor communal areas that are part of the home described in the policy schedule such as stairwells, but in the event of Theft or attempted Theft and vandalism only if the home containing the insured contents was entered from outside by Forcible Entry ;
- c. on terraces, balconies and galleries, in the garden or on the land, under shelters and on the outside of the home, against all the Events insured under Article 13, with the exception of Theft or attempted Theft, Precipitation and vandalism. Garden furniture, gardening tools, flag poles and laundry present in the garden or on the terrace, the balcony or the gallery of the home insured are also covered against Theft or attempted Theft and vandalism by persons other than the Insured.
- d. for a short time elsewhere within the Area of Cover, but on the same island as where the home described in the policy schedule has been insured, each time for up to three consecutive months, up to 10% of the sum insured:
 - 1. in buildings occupied or used permanently for the events listed in Article 13
 - 2. in the event of Theft or attempted Theft and vandalism after Forcible Entry of the building containing the contents;
 - 3. in other places, such as the open air, in tents, holiday homes and garden houses, against Fire, Fire extinguishing, singeing, scorching and melting, Lightning Stroke, Explosion, aircraft, violent Robbery and Extortion;
 - 4. During removal or transport to or from a place of repair or keeping, cover is also provided for damage or loss due to an accident befalling the means of transport, fall from a noose or failure of hoisting gear or of any other aiding device used in loading and unloading;

Article 13 Events Covered

Category I	Fire
Category II	Burglary, theft and robbery
Category III	Related causes
Category IV	Flooding and other water damage
Category V	Catastrophe causes
Category VI	

Category I Fire

The contents are insured (even if the related Events are due to any inherent defect or inherent vice) against property damage and costs caused by:

- a. Fire and Fire extinguishing, as referred to in the definitions, as well as damage and loss due to a neighbouring fire, smoke and soot;
- b. Lightning Stroke;
- c. Explosion as referred to in the definitions.

Category II Burglary, Theft and Robbery

Applicable only if declared applicable on the policy schedule.

The contents are insured against property damage caused by:

- Burglary;
- Theft; or
- Robbery; or
- attempt to any of the aforementioned causes;
- damage or loss to the home described in the policy schedule of which the Insured is not the owner or possessor due to Forcible Entry, Burglary or attempted Burglary or vandalism by someone who entered or attempted to enter the home unlawfully has been insured for up to ANG/AWG 2,500 (USD 1,400) insofar as the damage has not been repaired by the owner or possessor within a reasonable term.

Category III Related causes

Applicable only if declared applicable on the policy schedule.

The contents are insured (even if the related Events are due to any inherent defect or inherent vice) against property damage caused by:

- a. singeing, scorching and melting due to heat irradiating from another burning, glowing or hot object or due to contact with it. Compensation will amount up to ANG/AWG 500 (USD 300).
- b. aircraft as referred to in the definitions;
- c. vandalism committed by someone who entered the home unlawfully, or someone other than the Insured who unlawfully causes damage or loss to the insured home.
- d. any unanticipated flow of water and steam from the water mains, air-conditioning systems and the connected pipes and drains as well as other appliances, due to the sudden occurrence of a defect as well as water overflowing from the aforementioned systems and appliances (not covered are damage or loss to reservoirs, taps, supply and drain pipes, sanitary and air-conditioning systems and other appliances pertaining to the water pipes system as well as damage due to water flowing back from the public sewer or groundwater, unless penetrated via drain pipes, sanitary and other appliances);
- e. unanticipated outflow of water from aquariums and damage to the aquarium itself;
- f. collision of a vehicle or vessel with the home;
- g. toppling of cranes and pile-driving equipment;
- h. falling over trees;
- i. breakage of Glass panes, regardless of the cause, but with due observance of the exclusions listed in Article 3(u);
- j. spoilage of contents of a refrigerator and/or freezer due to a defect affecting them or due to loss of electricity from the normal electricity supplier for more than 10 hours on end.

Category IV Flooding and other water damage

Applicable only if declared applicable in the policy schedule.

The contents are insured (even if the related Events are due to any inherent defect or inherent vice) against property damage caused by:

- a. Flooding;
- b. unanticipated entry into the building of rain, hail and melt water, referred to below as Precipitation, unless it was open due to a covered Event.

Damage or loss excluded from this cover is that:

- due to Precipitation entering through open windows, doors or shutters;
- due to damp penetrating through walls or other constructional errors;
- by groundwater, unless it penetrated via drainpipes and systems and appliances connected to them;
- consisting of repair costs to roofs, gutters and rainwater pipes.

An excess/deductible of 2% of the sum insured applies to the causes listed in this Category IV, with a minimum of ANG/AWG 1,000 (USD 560) per Event.

Category V Catastrophe causes

Applicable only if declared applicable in the policy schedule.

The contents are insured against property damage or loss caused by:

- a. Storm, including winds with speeds of at least 14 meters per second (wind force 7);
- b. Earthquake or Seaquake;
- c. Volcanic Eruption;
- d. Flooding due to the events listed in a. b. and c. of this Article;
- e. Riots, rioting and disturbance.

An excess/deductible of 2% of the sum insured applies to the cover taken out under this Category V, with the exception of the damage referred to in paragraph e, with a minimum of ANG/AWG 1,000 (USD 560) per Event, on the understanding that an Event will not be deemed to have terminated until three days have elapsed in which the Event no longer occurs, counted from the onset of the Event.

Category VI

Insofar as Categories I, II, III, IV and V have been insured collectively as stated in the Policy schedule, any sudden and unanticipated Event from outside is also insured. Cover does not apply to the excess/deductible referred to in Categories IV and V.

Article 14 Cover in excess of the sum insured

The insurance provides cover in excess of the sum insured for the insured Events referred to in Article 13:

- a. Damage Prevention and Mitigation Costs;
- b. Expert assessment costs, as described in the General Conditions.

Article 15 Cover up to 10% of the sum insured

The insurance additionally provides cover in excess of the sum insured up to 10% of the sum insured for any of the parts referred to in paragraphs 1 to 7 below, individually, if they have been insured for damage or loss due to related causes referred to in Article 13, Category III, 'Related Causes', Category IV, 'Flooding and other Water Damage', and Category V, 'Catastrophe Causes':

1. Restoration costs of the garden belonging to the building, due exclusively to Fire, Fire extinguishing, Lightning Stroke, Explosion, collision with a vehicle or vessel and damage or loss by aircraft insofar as those costs are at the expense of the Insured;
2. Clean-up and Detection Costs;
3. Loss of rent due to the home being unavailable, wholly or partly, to third parties renting the home from the Insured. On deduction of the costs saved, the rent will be compensated that was lost for the time that is needed under normal circumstances to restore it to its former condition, up to 52 weeks, and if no repair is undertaken, up to 10 weeks. If the home is used by the Insured himself/herself, the benefit is the same as if it is let for the same use. The cover under this paragraph applies only as an addition to the benefit under the home insurance insofar as the benefit under the home insurance is reasonably insufficient;
4. Costs arising from provisions in or to the home that are necessary due to a covered Event, insofar as they arise from an obligation imposed on the Insured by a competent authority;
5. Damage or loss to items of third parties that are among the contents of the home after a covered Event insofar as the Insured is liable for that damage or loss as owner of the contents;
6. Damage or loss to and in buildings adjoining the home containing the insured contents due to a covered Event affecting the insured contents, with the exception of any catastrophe cause referred to in Article 13, Category V, insofar as the Insured is liable for that damage as owner of the contents;
7. Additional costs incurred by the Insured up to 10% of the damage or loss to the contents, insofar as the home is used exclusively as a private residence and insofar as the costs do not belong to any other category referred to in this Article, provided that those costs:
 - are related to an Event covered by this Insurance;
 - are proven by the Insured.