Gemeente
Amsterdam
VGA Verzekeringen

ZAV13 General Conditions

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Article 1 | Definitions

1.1 Company
N.V.Verzekeringen Groot Amsterdam, trading under the name VGA Verzekeringen.

1.2 Insured
The party who is defined as such in these general conditions, in the applicable special terms and conditions and/or in the clauses and in the policy schedule.

1.3 Insured object
The object described in the policy schedule or registered as insured by the company.

1.4 Policyholder
The party who has taken out the insurance with the company.

1.5 Insurance contract
The insurance contract is an agreement between the company and the policyholder, hereinafter referred to as insurance, and is stated in the policy schedule.

Article 2 | Order of Priority

2.1 These General Conditions shall apply to the insurance together with the Special Terms and Conditions and any Clauses also declared applicable in the policy schedule.

2.2 If the Special Terms and Conditions contain provisions which derogate from the rules stipulated in these General Conditions with reference to the same subject matter, rendering them inconsistent, the provisions of the Special Terms and Conditions shall prevail. The policy schedule including any Clauses shall prevail over the General Conditions and/or Special Terms and Conditions.

2.3 The headings above the articles shall not alter or affect the contents thereof.

Article 3 | Unexpected and Fortuitous Event

3.1 Loss insurance
The insurance contract fulfils the uncertainty requirement referred to in article 7:925 of the Civil Code if and in so far as the compensation claimed is due to an event such that, at the time of conclusion of the insurance, the policyholder and/or the insured and/or the company could not be certain that the said event had given rise to a loss for the policyholder and/or the insured, or that it would give rise to a loss under normal circumstances.

3.2 Liability insurance and insurances which also cover liability
The insurance contract, as a whole or in respect of the part covering liability, fulfils the uncertainty requirement referred to in article 7:925 of the Civil Code if and in so far as the loss incurred by a third party for which compensation is claimed from an insured is due to an event such that, at the time of conclusion of the insurance, the policyholder and/or the insured and/or the company could not be certain that the said event had given rise to a loss for the third party, or that it would give rise to a loss under normal circumstances.

Article 4 | Premium Payment

4.1 The policyholder shall be obliged to pay any premium owed to the company within 30 days from the time at which this premium is owed. If another date is indicated, the policyholder shall be obliged to pay the premium before this date. For the purposes of this article, the premium shall be understood to include the other amounts owed relating to the insurance.

4.2 If the obligation to pay the premium owed on the inception of the insurance is not met, cover will never have been effected . Notice of default by the company shall not be required. The policyholder shall remain obliged as before to pay the premium.

4.3 If the obligation to pay the subsequent premium during the term of the insurance is not met, cover shall not expire until the 14th day after the day on which the company, after the premium due date, gave notice of default to the policyholder. If the premium owed is paid in instalments, cover of the insurance relating thereto shall expire on the 14th day after the day on which the company, after the premium due date, gave notice of default to the policyholder.

4.4 At the end of the cover, the policyholder shall remain obliged as before to pay the overdue and future outstanding amounts.

4.5 Cover in accordance with the insurance shall take effect (be reinstated) on the day after which the premium including statutory interest and (extra)judicial collection costs as of the due date of the premium invoice are received by the company. Cover shall no longer be effective if the company has announced in the notice of default that the insurance will be considered as terminated in the event of late payment. In the event of agreed instalment payments, the cover shall not be reinstated until all the unpaid instalments have been paid.

4.6 Once the term referred to in 4.3 has expired, the policyholder shall be in default by operation of law and the company shall be entitled to charge for statutory interest from the due date of the premium invoice until the time of payment in full.

4.7 From the time at which the policyholder is in default, the policyholder shall also be obliged to pay all collection costs, judicial as well as extrajudicial, incurred by the company.

4.8 The premium shall be understood to include the premium payable by the policyholder in respect of an interim amendment to the insurance cover. The subsequent premium shall be understood to mean the premium payable by the policyholder for tacit renewal of the insurance or, in the event of instalment payments, the premium payable after payment of the first instalment.

4.9. Do you pay the periodic premium for your insurance, including any costs and insurance premium tax, by direct debit?

When your insurance comes up for renewal each year we will aim to send you advance notification of the direct debit fourteen days before we collect the outstanding amount.

If you take out new insurance or amend your policy during the year, it is possible that this notification will be sent to you less than 14 days in advance.

Article 5 | Notification of Claims

5.1 The policyholder and/or the insured shall be obliged:

a. to notify the company as soon as reasonably possible once he is aware or should be aware of any event from which an obligation may arise under the insurance;
b. to report to the police as soon as possible in the event of an offence or suspected offence;
c. to pass on to the company within a reasonable period of time all information and documents of relevance to the company for the assessment of its payment obligation;
d. to refrain from anything that might harm the interests of the company;
e. to refrain from any admission of liability other than as provided for in article 5.4;
f. to do and to permit everything which may help to prevent or limit the loss;
g. to provide every assistance to the company and/or its appointed assessor(s) in establishing facts of interest for the loss assessment and in setting up a defence or seeking recourse for losses paid;
h. to state all other insurances known to him that also provide cover for the loss in question.

5.2 If the policyholder and/or the insured does not fulfil the obligations referred to in article 5.1 a to g inclusive, this shall result in a loss of the right to compensation for loss and/or expenses, the right to indemnification and/or the right to the provision of service or assistance, in the event that a reasonable interest of the company has been harmed as a result of these obligations not being fulfilled. This shall not be applicable if the policyholder and/or the insured was unable to fulfil these obligations owing to circumstances which cannot be imputed to him.

5.3 The company is entitled to refuse compensation for the loss and/or expenses and/or the provision of service or assistance, if the policyholder and/or the insured has failed to fulfil the obligations referred to in article 5.1 a to g inclusive with the intention to mislead the company.

5.4 Infringement of the prohibition on admission of liability shall have no effect in the case of correct admission of liability or the acknowledgement of straightforward facts.

5.5 If the policyholder and/or the insured fails to fulfil the obligation mentioned in article 5.1 h, the company may suspend the fulfilment of its obligation to pay compensation for any loss and/or expenses and/or to provide service and assistance until the policyholder and/or the insured has fulfilled that obligation.

Article 6 | Amendment of premium and/or conditions

6.1 The company may amend the premium and/or conditions of the insurance as of the premium due date. The company shall notify the policyholder hereof in writing one month before the premium due date in all cases.

6.2 The company may amend the premium and/or conditions of the insurance with effect from a date to be specified by the company, if the claims experience of the insurance gives cause for this or after notification of an event giving rise to an obligation to compensate.

6.3 The company may amend the premium and/or conditions of insurances of the same type en bloc or as a group. If one of the insurances specified in the policy schedule belongs to this type or group, the company may adjust the premium and/or conditions of the insurance in question at a date to be specified by the company.

6.4 Further to the provisions of articles 6.1, 6.2 and 6.3, the amendment shall enter into effect after a period of one month from the date of the notification, in writing, to the policyholder to amend the premium and/or conditions. The policyholder shall be considered to be in agreement with the amendment, unless he informs the company to the contrary, in writing, no later than one month after receipt of such notification, with the insurance – to which the premiums and/or conditions to be amended apply – being cancelled simultaneously as from the date on which the amendment takes effect.

6.5 The option for the policyholder to cancel shall not be applicable if:
a. the premium and/or conditions are amended as a result of statutory regulations or provisions;
b. the premium is amended as part of indexing;
c. the amendment entails a lower premium;
d. the amendment entails extended cover.

Article 7 | Inception, Renewal and Termination of the Insurance

7.1 The insurance will commence at 00.00 on the inception date specified in the policy schedule and will terminate at 24.00 on the final date, unless stated otherwise in the special terms and conditions.

7.2 From the contract renewal date specified in the policy schedule, the insurance shall be tacitly renewed for the contract period specified in the policy schedule, unless the insurance has been cancelled, in writing, by the policyholder or by the company at least 2 months prior to the contract renewal date.

7.3 The insurance will terminate:
a. after cancellation as referred to in article 7.2 with effect from 24.00 on the contract renewal date specified in the policy schedule, unless stated otherwise in the special terms and conditions;
b. after cancellation by the policyholder on the basis of article 6 with effect from the date on which the new premiums and/or conditions were to become valid;
c. immediately in the event of deliberate deception by the policyholder.

Article 8 | Concurrent Insurance

If entitlement to compensation also exists or would also have existed under another insurance, should the present not exist, the latter insurance shall only apply as a supplement to the other insurance. This is applicable for the difference in sum insured as well as for the difference in contract conditions. Compensation shall not be paid for a deductible under another insurance.

Article 9 General exclusions

9.1 Sanction legislation
a. Damage to and/or loss of items in which trading is not permitted due to national or international regulations shall not be insured.
b. The (financial) interests of persons, companies, governments and other entities whose interests insurers are not permitted to insure due to national or international regulations shall not be insured.

Article 10 | Statutory Interest

Statutory interest shall be understood to mean the statutory interest as referred to in article 6:119 of the Civil Code.

Article 11 | Disputes and Applicable Law

The insurance shall be governed by Dutch law. Complaints and disputes regarding mediation, completion and execution of the insurance may be submitted to the management of VGA Verzekeringen Oudezijds Voorburgwal 300, 1012 GL
Postbus 58032, 1040 HA, Amsterdam

Policyholders not wishing to avail themselves of this opportunity or finding that the treatment or outcome thereof is not satisfactory for them, may – just as VGA verzekeringen – submit the dispute to the competent court in Amsterdam.

Article 12 | Address Clause

All notifications by the company shall be legally made to the last address of the policyholder known to the company or the address stated in the corresponding registration of the Chamber of Commerce (Kamer van Koophandel). The policyholder shall inform the company, in writing, of any changes of address.

Article 13 | Personal Details

When an application is made for an insurance or a financial service, the company asks for personal details. These details are used within VGA Verzekeringen for the purpose of entering into and executing insurance contracts or performing financial services, as well as for relationship management, for conducting marketing activities, for the prevention and combating of fraud committed against financial institutions, for statistical analysis and in order to fulfil statutory obligations.

VGA Verzekeringen may, for the purposes of a responsible underwriting strategy, pass on your data to the Stichting CIS (Central Information System) in Zeist and access those data there. The purpose of this is to control risks and combat fraud. The Stichting CIS privacy rules apply. See www.stichtingcis.nl

The company may also use these details to inform the party involved of products and services of relevance to him/her. If the party involved does not wish to receive information on products or services, he/she may notify Oudezijds Voorburgwal 300, 1012 GL Postbus 58032, 1040 HA, Amsterdam, for the attention of Relatie Administratie Department

Article 14 | Terrorism Risk

For loss or damage as a result of terrorism, malicious contamination and/or preventive measures and actions in preparation for this, hereinafter referred to jointly and individually as “terrorism risk”, compensation/cover shall be restricted to indemnification as described in the applicable Clauses Sheet Terrorism Cover issued by the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V. (Netherlands Reinsurance Company for Losses from Terrorism).

Claims notified resulting from terrorism risks shall be settled in accordance with the applicable Protocol for Settling Claims issued by the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.
See www.terrorismeverzekerd.nl

The Clauses Sheet Terrorism Cover issued by the Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V. is attached to these General Conditions on the next page.

Annex: Clauses Sheet Terrorism Cover

Note

This translation of the original “Algemene Voorwaarden, Model no. ZAV13” is furnished for the customer’s convenience only. The original Dutch text and any applicable Clauses will be binding and shall prevail in case of any variance between the Dutch text and the English translation.

Clauses Sheet Terrorism Cover by the Dutch Terrorism Risk Reinsurance Company (NHT)
Free translation of the original Dutch text 'Clausuleblad terrorismedekking' January 2007

Article 1 Definitions

Where they appear in this clauses sheet and the provisions based thereupon, the following terms shall, unless otherwise stipulated, be understood to mean:

1.1 Terrorism:
Any violent act and/or conduct – committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act [Wet op het financieel toezicht] - in the form of an attack or a series of attacks connected together in time and intention as a result whereof injury and/or impairment of health, whether resulting in death or not, and/or loss of or damage to property arises or any economic interest is otherwise impaired, in which case it is likely that said attack or series - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

1.2 Malevolent contamination:
The spreading (whether active or not) - committed outside the scope of one of the six forms of acts of war as referred to in Article 3:38 of the Financial Supervision Act - of germs of a disease and/or substances which as a result of their (in)direct physical, biological, radioactive or chemical effect may cause injury and/or impairment of health, whether resulting in death or not, to humans or animals and/or may cause loss of or damage to property or may otherwise impair economic interests, in which case it is likely that the spreading (whether active or not) - whether or not in any organisational context - has been planned and/or carried out with a view to effect certain political and/or religious and/or ideological purposes.

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

1.4 Dutch Terrorism Risk Reinsurance Company [Nederlandse Herverzekeringmaatschappij voor Terrorismeschaden N.V.] (NHT):
A reinsurance company incorporated by the Dutch Association of Insurers, to which any liability to pay compensation under any insurance contract which may arise from the manifestation of the risks referred to in Articles 1 (1), 1 (2), and 1 (3), may be ceded.

1.5 Insurance contracts:
a) Non-life insurance contracts insofar as they pertain to risks situated in the Netherlands in accordance with the provisions of Article 1 (1) (p) of the Financial Supervision Act.
b) Life insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.
c) Funeral in kind insurance contracts insofar as they are entered into with a policyholder whose regular residence is in the Netherlands, or, if the policyholder is a legal entity, with the establishment of the legal entity to which the insurance contract pertains, whose registered office is in the Netherlands.

1.6 Insurers authorised in the Netherlands:
Life, funeral in kind and non-life insurers who are authorised by the Financial Supervision Act to carry on the insurance business in the Netherlands.

Article 2 Limitation of the cover for the terrorism risk

2.1 If and insofar as, subject to the descriptions contained in articles 1 (1), 1 (2), and 1 (3), and within the limits of the applicable policy conditions, cover is provided for the consequences of an event which is (directly or indirectly) related to:
- Terrorism, malevolent contamination or precautionary measures,
- Any act or conduct in preparation for terrorism, malevolent contamination or precautionary measures,

hereinafter to be collectively referred to as 'the terrorism risk', the liability to pay compensation on the part of the insurers in respect of any submitted claim to indemnity and/or benefit, shall be limited to the amount of the payment which the insurer receives in respect of said claim under the reinsurance of the terrorism risk with the NHT, in the event of an insurance with wealth creation increased by the amount of the wealth creation which has been realised under the insurance in question. With regard to life insurances the amount of the realised wealth creation shall be set at the premium reserve to be adhered to pursuant to the Financial Supervision Act with respect to the insurance in question.

2.2 The NHT shall provide reinsurance cover for the aforementioned claims up to a limit of liability of EUR 1 billion in respect of any one calendar year. The aforementioned sum shall be eligible for annual adjustment and shall apply to all insurers associated with the NHT together. Any adjustment shall be announced in three national newspapers.

2.3 Contrary to the provisions contained in the aforementioned paragraphs of this article, the limit of indemnity under this contract with respect to any insurance pertaining to:
- loss of or damage to immovable property and/or the contents thereof;
- consequential loss due to loss of or damage to immovable property and/or the contents thereof,

shall not exceed EUR 75 million in respect of any one policyholder and any one insured location per annum for all participating insurers as referred to in article 1 together, irrespective of the number of policies issued.
For the application of this paragraph insured location shall be understood to mean: all objects insured by the policyholder existing at the address of premises to which the insurance applies, as well as all objects insured by the policyholder located outside the address of premises to which the insurance applies whose use and/or purpose is in relation to the business activities at the address of premises to which the insurance applies.
As such shall in any case be considered all objects insured by the policyholder which are located at a distance of less than 50 metres from each other and of which at least one is situated at the address of premises to which the insurance applies.
For the application of this paragraph it shall be provided that, with regard to legal entities, companies and partnerships which are joined in a group, as referred to in Section 2 (24) (b) of the Netherlands Civil Code, all group companies together shall be regarded as one policyholder, irrespective of which group compan(y)(ies) belonging to the group has/have taken out the polic(y)(ies).

Article 3 Payment Protocol NHT

3.1 The reinsurance of the insurer with the NHT shall be subject to the Claims Settlement Protocol (hereinafter to be referred to as the Protocol). On the basis of the provisions laid down in said Protocol, the NHT shall be entitled to defer any payment of indemnity or the sum insured until such time as the NHT is able to determine whether and to which extent it has at its disposal sufficient financial resources in order to settle in full all claims for which the NHT provides cover in its capacity as reinsurer. Insofar as the NHT is found not to have sufficient financial resources at its disposal, it shall be entitled in accordance with the provisions in question to pay a partial compensation to the insurer.

3.2 The NHT shall, with due regard for what has been stated in provision 7 of the Protocol, be authorised to decide whether an event in connection with which a claim to compensation is made should be considered as a consequence of the manifestation of the terrorism risk. Any decision taken to that effect and in accordance with the aforementioned provision by the NHT shall be binding upon the insurer, policyholder, insured parties, and the parties entitled to compensation.Not until the NHT has notified the insurer of the amount, whether as an advance or not, which will be paid in respect of any one claim to compensation, shall the insured or the party entitled to the payment be entitled to lay claim to the payment as referred to in article 3 (1) in this respect towards the insurer.

3.3 The reinsurance cover by the NHT shall pursuant to provision 17 of the Claims Settlement Protocol only apply to claims for indemnity and/or benefit which are reported within two years after the NHT has established that a certain event of circumstance is regarded as a manifestation of the terrorism risk within the context of this Clauses Sheet.

This Clauses Sheet was filed with the Amsterdam District Court on 10 January 2007 under number 3/2007 and with the Chamber of Commerce in Amsterdam on 10 January 2007 under unaltered number 27178761.